

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00111		3. EFFECTIVE DATE SEE BLOCK 14/16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Exercise Option Year 3 and Modify Attachment J-5: (Wage Determination) in the Existing NGEN Contract			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Kimberly L. Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (b)(6) (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to exercise contract Option Year 3 (1 October 2016 to 30 September 2017) and modify Attachment J-5 (Wage Determination) to establish the Wage Determination rates required by FAR 52.222-43 (c), which requires the wage determination to be "current on the anniversary date of a multiple year contract or the

beginning of each renewal option period...". The modified information is contained within the Attachment J-5 revision (filename: Attachment 05 Wage Determinations N00039-13-D-0013 1 October 2016).

Specifically:

1. Exercise Option Year 3 for the period of performance of 1 October 2016 to 30 September 2017, in accordance with clause I-20 (OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)), subject to the availability of funds.
2. Modify Attachment J-5 (Wage Determination) in accordance with section H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989)) and section I-1 (FAR 52.222-43).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00112	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add End User HW Usage Services – New & Tech Refresh (CLIN x070) Convertible/Detachable Laptop	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
			10B. DATED (SEE ITEM 11) 27 June 2013
CODE	FACILITY CODE IU305		

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(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzer, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/ORDER NO. (b)(6)	15C. DATE SIGNED 9-8-16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 9/8/2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to add "End User HW Usage – New & Tech Refresh Services (CLIN x070)" to sections B and C (Option Year 2 through Option Year 4). Refer to RAPT request PMNMCI-9999-2015-NG0194 for related CLIN 5000 services that may be purchased with the services outlined herein. All terms and conditions outlined in this contract modification, and currently existing (i.e. section H-14), replace in their entirety those pertaining to CLINs 3, 3a, 4, 4a, 5, 5a, 70xx FY16, 70xxa FY17, and 70xxb FY18 within the final RAPT NG0914 proposal documents (Statement of Work (SOW) and Pricing (PRI)).

1. In Section B, add CLINs as follows:

2070AP	Convertible/Detachable Laptop	ES	Monthly	(b)(4)	-
3070AP	Convertible/Detachable Laptop	ES	Monthly		-
4070AP	Convertible/Detachable Laptop	ES	Monthly		-
3070AQ	Convertible/Detachable Laptop – Enable Built-in Camera (at Staging)	ES	Each	(b)(4)	-
4070AQ	Convertible/Detachable Laptop – Enable Built-in Camera (at Staging)	ES	Each		-
3070AR	Convertible/Detachable Laptop – Enable Built-in Camera (in the Field)	ES	Each	(b)(4)	-
4070AR	Convertible/Detachable Laptop – Enable Built-in Camera (in the Field)	ES	Each		-
3070AS	Convertible/Detachable Laptop – Disable Built-in Camera (in the Field)	ES	Each	(b)(4)	-
4070AS	Convertible/Detachable Laptop – Disable Built-in Camera (in the Field)	ES	Each		-

2. In Section C, add the CLIN descriptions as follows (Option Year 2 through Option Year 4):

0070AP	ES	Convertible/Detachable Laptop	<p>Convertible/Detachable Laptop in accordance with Section 3.3.30 (with the exception of 3.3.30.1.b.vii) in the PWS that meets or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements). Any new seat service deployment will be a complete hardware bundle that includes a USB Smartcard keyboard, USB Optical Mouse, docking station, Bag, and Cable.</p> <p>This item must be ordered with CLINs x072AA (Unclassified End User HW Usage Service) or x072AN (Navy Recruiting Command Mobile Computing Solution Seat Support Services).</p> <p>The built-in camera feature can be enabled/disabled by ordering CLINs 0070AQ, 0070AR, or 0070AS (as required), with the exception of Navy Recruiting Command (NRC) seat orders.</p> <p>For NRC seat orders only, the built-in camera feature shall automatically be enabled in the staging environment whenever this CLIN service is ordered with CLIN x072AN, at no additional cost.</p> <p>This seat service shall not be ordered for use in secure spaces (or SIPR).</p>
0070AQ	ES	Convertible/Detachable Laptop – Enable Built-in Camera (at Staging)	This service enables the built-in camera feature/functionality, through a BIOS setting, for ordered CLIN 0070AP End User Hardware, while the seat is still in the staging environment.
0070AR	ES	Convertible/Detachable Laptop – Enable Built-in Camera (in the Field)	This service enables the built-in camera feature/functionality, through a BIOS setting, for ordered CLIN 0070AP End User Hardware, after the seat is deployed and in the field environment.
0070AS	ES	Convertible/Detachable Laptop – Disable Built-in Camera (in the Field)	This service disables the built-in camera feature/functionality, through a BIOS setting, for ordered CLIN 0070AP End User Hardware, after the seat is deployed and in the field environment.

3. Under Section J (List of Attachments), incorporate Attachment J-17 (WORKSTATION MINIMUM REQUIREMENTS) revision (filename: *Atch 17 Workstation Min Req N00039-13-D-0013 Rev2 17 August 2016*), which includes additional specifications for the Convertible/Detachable Laptop seat (CLIN 0070AP).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00113		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add End User HW Usage Services – New & Tech Refresh (CLIN x070) Extreme Seats - workstations and laptop			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

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(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

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Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mary Ellen Jacobi, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 13 September 2016	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add “End User HW Usage – New & Tech Refresh Services (CLIN x070)” to sections B and C (Option Year 3 and Option Year 4). Refer to RAPT request PMNMCI-5000-2016-NG2195 for related CLIN 5000 services that may be purchased with the services outlined herein. All terms and conditions outlined in this contract modification, and currently existing (i.e. section H-14), replace in their entirety those pertaining to CLINs x070xx FY16, x070xxa FY17, and x070xxb FY18, x070xx1 FY16, x070xx1a FY17, and x070xx1b FY18, and x070xx 2FY16, x070xx2a FY17, and x070xx2b FY18 within the final RAPT NG2195 proposal documents (Statement of Work (SOW) and Pricing (PRI)).

1. In Section B, add CLINs as follows:

3070AT	Extreme Mid-Range Workstation	ES	Monthly	(b)(4)	-
4070AT	Extreme Mid-Range Workstation	ES	Monthly	(b)(4)	-
3070AU	Extreme High-End Workstation	ES	Monthly	(b)(4)	-
4070AU	Extreme High-End Workstation	ES	Monthly	(b)(4)	-
3070AV	Extreme High-End Laptop	ES	Monthly	(b)(4)	-
4070AV	Extreme High-End Laptop	ES	Monthly	(b)(4)	-

2. In Section C, add the CLIN descriptions as follows (Option Year 3 and Option Year 4):

0070AT	ES	Extreme Mid-Range Workstation	<p>Extreme Mid-Range Desktop in accordance with Section 3.3.30 (with the exception of 3.3.30.1.b.vii) in the PWS that meets or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements). Any new seat service deployment will be a complete hardware bundle that includes a USB Smartcard keyboard, USB Optical Mouse, monitor, and Cable.</p> <p>This item will be ordered with xx72AA (Unclassified End User HW Usage Service) or with xx73AA (Classified End User HW Usage Service).</p> <p>Can be upgraded by xx38AA (Developer Fixed Workstation and Portable Upgrade – Uplift</p> <p>Can be upgraded by: xx62AX (WLAN - Disable Wireless NIC</p>
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			(Staging Environment)) xx62BA (WLAN - Remove Wireless NIC (Staging Environment))
0070AU	ES	Extreme High-End Workstation	<p>Extreme High End Desktop in accordance with Section 3.3.30 (with the exception of 3.3.30.1.b.vii) in the PWS that meets or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements). Any new seat service deployment will be a complete hardware bundle that includes a USB Smartcard keyboard, USB Optical Mouse, monitor, and Cable.</p> <p>This item will be ordered with xx72AA (Unclassified End User HW Usage Service) or with xx73AA (Classified End User HW Usage Service).</p> <p>Can be upgraded by xx38AA (Developer Fixed Workstation and Portable Upgrade.</p> <p>Can be upgraded by: xx62AX (WLAN - Disable Wireless NIC (Staging Environment)) xx62BA (WLAN - Remove Wireless NIC (Staging Environment))</p>
0070AV	ES	Extreme High-End Laptop	<p>Extreme High End Laptop in accordance with Section 3.3.30 (with the exception of 3.3.30.1.b.vii) in the PWS that meets or exceeds the HW Spec in Attachment J-17 (Workstation Minimum Requirements). Any new seat service deployment will be a complete hardware bundle that includes a USB Smartcard keyboard, USB Optical Mouse, monitor, docking station, and Cable.</p> <p>This item will be ordered with xx72AA (Unclassified End User HW Usage Service) or with xx73AA (Classified End User HW Usage Service).</p> <p>Can be upgraded by xx38AA (Developer Fixed Workstation and Portable Upgrade – Uplift Can be upgraded by: xx62AX (WLAN – Disable Wireless NIC</p>

			(Staging Environment)) xx62BA (WLAN – Remove Wireless NIC (Staging Environment))

3. Under Section J (List of Attachments), incorporate Attachment J-17 (WORKSTATION MINIMUM REQUIREMENTS) revision (filename: **Attch 17 Workstation Min Req N00039-13-D-0013 Rev3 12 September 2016**), which includes additional specifications for the Extreme Mid-Range Workstation (CLIN 0070AT), Extreme High-End Workstation (CLIN 0070AU) and Extreme High-End Laptop (CLIN 0070AV).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00114		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year2)): TRP4_0019, TRP4_0109, TRP4_0117, TRP4_0075, TRP4_0081, and TRP4_0093			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

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Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

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15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 09/13/16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year2 CLIN 2090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, and P00107 for previous CLIN x090 definitizations. Refer to RAPT requests PMNMCI-9999-2016-NG2697, NG2699, NG2701, NG2702, NG2707, and NG2716 for all requirement documentation. This modification also corrects the CLIN alpha-numeric number established under P00107.

1. In section B, correct the "CLIN alpha-numeric number" from 2090AB to 2090AA as follows (Option Year 2):

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AB	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00107 (paragraph 2)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In Section B, re-allocate \$1,521,157.59 from the "Not-to-Exceed" ceiling amount of Option Year 3 CLIN 3090AA (TXS segment) to Option Year 2 CLIN 2090AA (TXS segment).

Option Year 3 Ceiling Decrease

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

Option Year 2 Ceiling Increase

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

3. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for 2090AA.

2090AA: (\$3,826,952.23 - \$942,774.50 (NG2697) - \$1,320,445.00 (NG2699) - \$491,100.40 (NG2701) - \$336,086.58 (NG2702) - \$18,434.25 (NG2707) - \$718,111.50 (NG2716) = \$0.00)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in paragraph 2 above (2090AA)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

4. In section B, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing during Option Year2:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2090BD	TXS	Tech Refresh Material (TXS) – (TRP4_0019)	-	EA	(b)(4)	-
2090BE	TXS	Tech Refresh Material (TXS) – (TRP4_0109)	-	EA	(b)(4)	-
2090BF	TXS	Tech Refresh Material (TXS) – (TRP4_0117)	-	EA	(b)(4)	-
2090BG	TXS	Tech Refresh Material (TXS) – (TRP4_0075)	-	EA	(b)(4)	-
2090BH	TXS	Tech Refresh Material (TXS) – (TRP4_0081)	-	EA	(b)(4)	-
2090BJ	TXS	Tech Refresh Material (TXS) – (TRP4_0093)	-	EA	(b)(4)	-

5. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
2090BD	TXS	Tech Refresh Material (TXS) – (TRP4_0019)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0019) equipment.
2090BE	TXS	Tech Refresh Material (TXS) – (TRP4_0109)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0109) equipment.
2090BF	TXS	Tech Refresh Material (TXS) – (TRP4_0117)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0117) equipment.
2090BG	TXS	Tech Refresh Material (TXS) – (TRP4_0075)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0075) equipment.
2090BH	TXS	Tech Refresh Material (TXS) – (TRP4_0081)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0081) equipment.
2090BJ	TXS	Tech Refresh Material (TXS) – (TRP4_0093)	Tech Refresh material purchases based on an approved Tech Refresh Plan and Bill of Materials (BOM) in accordance with Section 3.3.1.5 and section H-16. This CLIN covers the purchase of (TRP4_0093) equipment.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 23

2. AMENDMENT/MODIFICATION NO. P00115	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5
1325 10th Street SE, BLDG 196, Suite 301
Washington Navy Yard
Washington, DC 20374
PHONE: 202-433-7199
kim.reavis@navy.mil

Add Additional Labor Categories and Rates
to Attachment J-8 (Rate Card)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		10B. DATED (SEE ITEM 11) 27 June 2013
CODE	FACILITY CODE IU305	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 AIL II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, Contracts Manager	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer		
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 9-14-16	15B. UNITED STATES OF AMERICA (b)(6)	15C. DATE SIGNED
BY _____ (Signature of Contractor)		BY _____ (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to add the following Labor Categories and rates to Contract Attachment J-8 (Rate Card).

1. In contract Attachment J-8 (Rate Card), add the following Labor Categories, Levels, and Minimum Experience, and Experiential Equivalency information:

Labor Categories	Level	Education Level	Minimum Experience
Asset Management Design Engineer	Senior Level		<p>Under broad direction, apply specialized knowledge in a single discipline such as assembly/integration, cross-discipline functions, data engineering, industry expertise, knowledge engineering or legacy evolution. Assist the Government Lead in the daily engineering duties on systems. Apply specialization to conceptualize, design, construct, test and implement portions of business and technical information technology solutions through application of appropriate software development life cycle methodology. Analyze collected requirements to ensure plans and identified solutions meet customer needs and expectations. Understand and use appropriate tools to analyze, identify and resolve business and or technical problems. Participate in special studies and stays current on emerging tools, techniques and technologies. Assist information engineers on application of specialized knowledge to coding, testing, implementation and documentation projects. Perform asset scanning and logging of assets that have been delivered in accordance with established Government directives for both Lab and Production assets. Maintain data utilizing the Navy/Marine Corps Asset Management Systems to include Configuration Management (CM) Databases owned or operated by the Government and monitor all Hardware (HW) assets, moveable, and non-moveable; software, and all other assets directly or indirectly supporting the network. Updates data inventory and usage information within a centralized asset repository. Perform receipt, inventory, integration, kitting and shipment of HW and Software (SW) to designated Government locations. Perform Asset Discovery scans and Usage Monitoring to maintain asset repository. Maintain accountability and storage of SW and corresponding information such as license, name, version, release date. Maintain accountability of HW and storage of corresponding of each asset, such as manufacturer, make, model, serial number, vendor information, and custom fields. Manage and maintains accurate and timely warranty information on all assets. Create, update, and maintain Configuration Item (CI) information on HW and SW assets in support of the lab and during release and deployment into production enterprise network. Assist with periodic reporting of the installed SW quantities, total number of licenses allocated, and the number actually being used to support accounting and reconciliation processes, as well as validating compliance with license agreements for lab assets. Verify asset deployment, changes, and removal to ensure that actual configurations match inventory and license agreements for the lab and during release and deployment into production. Assist with monitoring status of all assets within the lab and during release and deployment into production to ensure Government Configuration Management (CM) tools are maintained and updated with the most current information. Assist to identify asset management data errors and mitigate errors with Government concurrence. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II.</p> <p>Four or more (4+) years of related experience in information systems.</p>

Capacity Enterprise Management Design Engineer	Senior Level		<p>Under broad direction, evaluate and design communication hardware and software, troubleshoot Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) and other network related problems, and provide technical expertise for performance and configuration of networks. Assist the Government Lead in the daily engineering duties on systems. Provide technical leadership in the integration and test of complex large-scale computer integrated networks. Schedule conversions and cutovers. Perform standard Active Directory (AD) services (plus the availability to use Windows Lightweight Directory Access Protocol (LDAP) services for all physical and virtual application servers, network devices and appliances. Design and perform schema extensions for directory services. Support traffic analysis and traffic shaping design plans. Assist in development of tools, measurement systems, modeling and simulation methods, and metrics to identify future requirements and conducting trend analysis. Provide near real time performance metrics for Information Technology (IT) services to support the development of consistent operational pictures of the status of the network. Design, Test, Document, Install, Maintain NetScout systems such as nGenius One, NetScout Performance Manager, and Netscout Infinistream. Perform security updates in accordance with Government procedures for directory services. Perform system integration and server installation on various server hardware and HBSS. Execute Backup (Disaster Recovery). Design RedHat Enterprise Linux Platforms solutions. Perform Rights Management Services for administrators, users and groups. Design application networking ports, protocols, Information Assurance (IA), routing and LAN. Perform integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Ability to operate and integrate all of the following tools: Linux, HP Operations Manager I (OMI), HP Network Node Manager I (NNMI), HP Server and HP Network Automation. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communications.</p>
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Database Server Design Engineer	Senior Level		<p>Under broad direction, determine current levels of system and application resource utilization and performance. Assist the Government Lead in the daily engineering duties on systems. Construct analytical models describing utilization and performance at multiple levels. Develop workload projection methodologies to estimate future resource requirements. Analyze the impact of new technologies on processor and peripheral utilization and performance. Perform workload sizing for new and existing applications. Supports the implementation of hardware and software upgrades. Constructs capacity plans. Develops and implements systems to analyze and report levels of utilization and performance. Oversee storage of capacity and performance data. Recommend parameters to regulate the relative utilization levels of workloads. Support the measurement and reporting of service level objectives. Support disaster recovery sizing activities and capacity management audits. Utilize the capacity management tool set. Assist with the development and integration of identity and access management requirements such as ForeFront Identity Manager, Oracle/Sun Identity, and Access Management. Ability to operate and integrate all of the following tools: Microsoft Structured Query Language (SQL), Oracle, Database management systems (DBMS), Microsoft and Linux OS technologies. Perform database server design, server file structures, design, retrieval and access methods; database modules structures design and integration; database schema design and optimization, query analysis, index design and optimization, and refactoring; and database performance analysis and tuning, tracing, and profiling. Execute security updates in accordance with Government procedures for directory services. Perform System integration with WSUS (Windows Server Update Services), System Center Configuration Manager (SCCM) 2012, HBSS, and external storage devices utilizing Logical Unit Numbers (LUNs), quota distribution and File sharing. Complete system and database integration with virtualization; specifically but not limited to VMware and Hyper-V. Perform system integration and server installation on various server hardware. Backup (Disaster Recovery) using NetbackUp. Implement Directory Services providing authentication to enterprise applications and trusted relationships between users, devices, applications, services, and other resources throughout the network. Provide database engineering designs to support enterprise services. Monitor and optimize replication speed of database services. Working knowledge of Windows 2008 R2/2012 R2 Platforms solutions. Oversee Rights Management Services for administrators, users and groups and Windows PowerShell scripting. Design application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Perform integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience; writing code (C, C#, VB.Net, Java), proficient with RDBMS databases (SQL and Oracle).</p>
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Directory Services Design Engineer	Senior Level		<p>Under broad direction, perform tasks related to the design, operation, maintenance, trouble shooting, sustainment and account administration for Active Directory, Active Directory Application Mode (ADAM), and the Global Address Book (GAL). Assist the Government Lead in the daily engineering duties on systems. Operate system and application Group Policy Objects (GPO) based on the corresponding Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs) and the Navy/Marine Corps Enterprise Designated Approval Authority (DAA) guidance regarding the Federal Desktop Core Configuration (FDCC). Provide directory services providing authentication to enterprise applications and trusted relationships between users, devices, applications, services, and other resources throughout the network. Provide directory synchronization to Enterprise Directory Services (EDS) and Identity Synchronization Services (IdSS) through the appropriate transport boundaries in accordance with Government procedures. Provide standard Active Directory services (plus the availability to use Windows Lightweight Directory Access Protocol (LDAP) services) for all physical and virtual application servers, network devices and appliances. Monitor and optimize replication speed of directory services. Design and perform schema extensions for directory services. Assist with the development and integration of identity and access management requirements using ForeFront Identity Manager, Oracle/Sun Identity and Access Management. Utilize Active Directory Federated Services (ADFS) Integration with public key infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Perform security updates in accordance with Government procedures for directory services. Design and Perform Rights Management Services for administrators, users and groups. Expert knowledge of Windows PowerShell scripting, Windows 2008R2 /2012 R2, Active Directory, Flexible Single Master Operations (FSMO), Sites and Services, Domain Name Server (DNS), Dynamic Host Configuration Protocol (DHCP), Internet Information Services (IIS), SimpleSync, and Unity Sync. Design application networking ports and protocols, Information Assurance (IA), routing and LAN. Design and perform Global Address List (GAL) for access via Outlook, Outlook Web Access, or other similar product. Execute security updates in accordance with Government procedures for directory services. Perform system integration and installation on various server hardware, WSUS (Windows Server Update Services), System Center Configuration Manager (SCCM) 2007/12, Host Based Security System (HBSS), Structured Query Language (SQL) 2008 r2, external storage devices utilizing Logical Unit Numbers (LUNs), quota distribution and File sharing, and virtualization (specifically but not limited to VMware and Hyper-V). Execute Backup (Disaster Recovery) using NetbackUp. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience.</p>
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Engineering Process Lead	Senior Level	High school Diploma or General Equivalency Diploma (GED)	<p>Supervise Contractor personnel, processes, schedule and tools for engineering certification, implementation, testing, resources, migration of user data, and coordination activities. Assist the Government Lead in the daily engineering duties on systems. Ensure that internal processes related to Information Technology (IT) Service Management and Delivery are applied across the enterprise to ensure timely resolution of incidents and drive high availability. Utilize ITIL best practices to ensure the IT organization designs, deploys and sustains high quality, highly available solutions that align with IT and business strategic objectives. Responsible for Incident, Problem, Change, and Availability Management. Ensure IT has the appropriate level of process definition, rigor, and reporting to deliver the highest level of availability, quality, flexibility, and visibility to the organization. Identify events, incidents, and problems and prioritize response based on mission impact and situational urgency. Manage active change tickets from creation through close-out by performing the following: ticket entry, audits, workflow advancement, schedule review boards, document approvals and denials, and ticket closure. Provide recommendations on IT requirements, designs, tests, analyses, implementations, deployments, sustainment, and risk management. Facilitate overall project management support for engineering, to include: maintain Government data using tools such as Remedy, Microsoft Project, and Microsoft SharePoint; monitor Integrated Master Schedules (IMS); prepare and distribute agendas, presentation material, meeting minutes, briefings, monthly reports, ad hoc reports, and meeting handouts. Provide Quality Assurance Plans (QAPs) for designated projects initiatives including: plans, training materials, process improvement, conflict resolution processes, customer feedback processes, and trend analysis. Designate the appropriate Subject Matter Expert (SME) participation within engineering sections to attend meetings, provide input, and coordinate priorities, schedules. Ensure that program and team level change processes conform to acquisition regulatory and USMC enterprise change management protocol. Assist technical and programmatic team members with using configuration management processes and supporting tools. Coordinate with stakeholders, change management and release and deployment teams to develop and follow configuration management processes. Propose workflow modifications utilizing change management tools (i.e. Remedy, SharePoint) for continued improvement and updated process implementation. Ensure that projects and team level configuration management processes conform to USMC enterprise Service Asset and Configuration Management (SACM) guidance. Follow Program of Record (POR) change management processes to create, remove, and edit Configuration Items (CIs) as needed. Must possess ITIL V3. Must possess professional-level certifications in one or more technology related vendor solutions such as Project Management Professional (PMP) Certification, or resume as accepted by Government demonstrating sufficient experience in lieu of certification. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience with Project Management and Customer Service skills, along with a general understanding of related technologies.</p>
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Firewall/VPN Design Engineer	Senior Level		<p>Provide technical leadership in the design, integration, and testing of complex large-scale computer networks. Assist the Government Lead in the daily engineering duties on systems. Design and evaluates communication hardware and software, troubleshoots Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) and other network related problems, provides technical expertise for performance, design and configuration of networks. Provide Navy/Marine Corps, Defense Information Systems Agency (DISA) and Joint interoperability of network design, integration and implementation. Provide design and integration of multivendor solutions utilizing Cisco, Juniper, Brocade and other vendor technologies such as Juniper Security Appliances (SSL-VPN and VPN), McAfee Firewalls, and FortiGate Firewalls. Perform Capacity and Demand Management activities in accordance with the USMC Circuit Management processes. Schedule conversions and cutovers and supports traffic analysis and traffic shaping design plans. Perform network routing utilizing Border Gateway Protocol (BGP), Enhanced Interior Gateway Routing Protocol (EIGRP), Open Shortest Path First (OSPF) routing and Virtual routing and forwarding (VRF). Perform network security utilizing VRF, Multiprotocol Label Switching (MPLS), access control list (ACL), IPSec and Layer 2 Virtual Private Network (L2 VPNs). Monitors Rights Management Services for administrators, users and groups. Design the capabilities and features that allow end users to access internal and external web content via Hypertext Transfer Protocol (HTTP) and Hyper Text Transfer Protocol Secure (HTTPS) protocols. Design the capabilities for caching and proxy to enhance information access and performance. Design control over the content that may be accessed through the proxy (i.e. filter by category, allow policy application scheduling, and filter category updates from a Government approved industry provider). Develop, update, track, and perform IP scheme and address management. Assist with the development and integration of identity and access management requirements. Integrate with public key infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Expert knowledge of Domain Name Server (DNS) and Dynamic Host Configuration Portal (DHCP). Perform tasks associated with Stateful Packet Filtering Network Firewall, Application Firewall, and Web Application Firewall. Design Uniform Resource Locator (URL) filtering, anti-malware, HTTP and HTTPS inspections. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and LAN. Must possess ITIL V3. Must possess professional-level certifications in one or more technology related vendor solutions such as Cisco Certified Network Professional (CCNP) Security, Fortinet Certified Network Security Professional (FCNSP), Juniper Networks Certified Specialist Security (JNCIP-SEC), Certified Modeling & Simulation Professional (CMSP), or equivalent certification, or resume as accepted by Government demonstrating sufficient experience in lieu of certification. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communications.</p>
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Host Defense Design Engineer	Senior Level		<p>Under broad direction, operate and manage all aspects of Information Systems, data availability, integrity, authentication, confidentiality, and non-repudiation. Assists the Government Lead in the daily engineering duties on systems. Implement and monitor security measures for communication systems and networks while ensuring that systems and personnel adhere to established Government security requirements. Design, develop and execute security policies, plans, and procedures. Design and implement data network security measures. Operate Network Intrusion Detection and Forensics. Conduct performance analysis of Information Systems security incidents. Develop Continuity of Operations Plan (COOP) and Disaster Recovery (DR) plans and support certification of Information Systems and Networks. Operate and design Host Based Security System (HBSS), Intrusion Prevention Systems, Intrusion Detection Systems, other point of presence security tools, and related security operations. Conduct Integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Monitor and optimize replication speed of directory services. Design and implement the Enterprise Services portion of the Sensor Grid within the security infrastructure that collects intrusion, incident, and audit data from a collection of sources including but not limited to Content Monitoring products, Content Filtering products, HBSS for servers and hosts with the capability for packet capture, deep inspection, and customized signature capability. Design automated logging aggregation system that compresses, correlates, and provides 30 days of log data for analysis and audit from all sources. Design and integrate Computer Network Defense (CND) mechanisms, HBSS, and HBSS Device Control Modules at enterprise locations. Design Government provided components of HBSS to develop and maintain baseline. Conduct routine vulnerability scans. Design and implement anti-virus, scans, automation and updates of servers/hosts. Assist with the development and integration of identity and access management requirements. Use automated tools for data collection. Provide security updates in accordance with Government procedures for directory services. Working knowledge of Navy/Marine Corps, Defense Information System Agency (DISA) and Joint interoperability of network design, integration and implementation. Design and Operate McAfee HBSS configuration and integration and ePolicy Orchestrator (ePO) Servers. Execute antivirus product integration, configuration and Intrusion prevention, Endpoint encryption, and Data Loss Prevention (DLP). Perform standard Active Directory services (plus the availability to use Windows Light Directory Access Portal (LDAP) services) for network devices and appliances. Oversee Rights Management Services for administrators, users and groups. Design tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience required.</p>
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Information Assurance Engineer	Senior Level		<p>Under broad direction, facilitate Certification and Accreditation (C&A) for Information Systems, data availability, integrity, authentication, confidentiality, and non-repudiation. Assist the Government Lead in daily tasks to ensure all systems have current Authorizations to Operate (ATOs). Through C&A review processes, ensure security measures are implemented for communication systems, networks, and provide advice that systems and personnel adhere to established security standards and Governmental requirements for security on these systems. Develop and execute security policies, plans, and procedures. Initiate creation of C&A packages to support receipt of Authorizations to Operate (ATOs), collaborate with Engineers to gather required information for C&A packages and update C&A packages as required. Perform lifecycle maintenance of C&A packages ensuring ATOs do not expire without proper updates. Update the appropriate documentation for Department of the Navy (DON) Application & Database Management System (DADMS) and Department Of Defense Information Technology Portfolio Repository - Department of the Navy (DITPR-DON). Submit Ports and Protocols with all supplemental documentation to DISA for approval. Submit Remedy tickets to initiate action from Headquarters Marine Corps (HQMC) Command, Control, Communications, and Computers (C4) Cybersecurity Division (CY) for approval. Ensure appropriate action is taken in a timely manner by appropriate point of contact (POC) within the C&A packages. Assist with validation of C&A packages as required by the Government. Review and provide input for Operational Plan of Action and Milestones (POA&M) for submission to Action Officer (AO). Conduct vulnerability scans using Assured Compliance Assessment Solution (ACAS) and assist Engineers in documenting system vulnerabilities. Must possess ITIL V3. Must possess knowledge of Department of Defense Information Assurance Program (DIACAP) and Risk Management Framework (RMF). Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience required.</p>
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Messaging Design Engineer	Senior Level		<p>Under broad direction, perform tasks related to the operation, maintenance, trouble shooting, sustainment, and account administration for Exchange, Active Directory Application Mode (ADAM), and the Global Address List (GAL). Assists the Government Lead in the daily engineering duties on systems. Design, develop and integrate mobile solutions to incorporate cellular phones, cellular modems, air cards, personal digital assistant (PDA) devices (i.e. BlackBerries or other approved devices), tethering, and paging into the Enterprise Network. Support Capacity Planning for messaging solutions. Develop and integrate identity and access management requirements such as ForeFront Identity Manager, Oracle/Sun Identity, and Access Management. Monitor security updates in accordance with Government procedures for directory services. Design remote connectivity to unclassified email, calendars and contacts. Design optional data services and peripherals, including support of the enterprise server and DoD PKI or approved hard/soft token encryption. Expert knowledge of Exchange Migration/Upgrade 2003-2008 upgrade, integration and migration and Exchange 2010/2013, Windows 2008R2/2012 R2 upgrade, integration and migration. Perform tasks associated with highly available Exchange solutions utilizing Datacenter Activation Coordination (DAC)/Database Availability Group (DAG). Responsible for Records Retention (Litigation Hold). Perform Messaging Disaster Recovery and Message Classification. Develop Mobile Messaging solutions including but not limited to BlackBerry Enterprise Server (BES) and Bring Your Own Device (BYOD) solutions. Expert knowledge of Outlook Anywhere, Windows PowerShell scripting, Group policy management, and Internet IIS. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Design and perform Global Address List (GAL) for access via Outlook, Outlook Web Access, or other similar product. Perform integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Execute system integration with WSUS (Windows Server Update Services), System Center Configuration Manager (SCCM) 2007/12, Host Based Security System (HBSS), external storage devices (utilizing Logical Unit Numbers (LUNs), quota distribution and File sharing), and virtualization (specifically but not limited to VMware and Hyper-V). Perform system integration (with but not limited to SQL 2008 r2) and server installation on various server hardware. Complete Backup (Disaster Recovery) using NetbackUp. Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience.</p>
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Network Defense Design Engineer	Senior Level		<p>Under broad direction, operate and manage all aspects of Information Systems, data availability, integrity, authentication, confidentiality, and non-repudiation. Assists the Government Lead in the daily engineering duties on systems. Implement and monitor security measures for communication systems, networks, and provide advice that systems and personnel adhere to established Government security requirements. Develop and execute security policies, plans, and procedures. Develop Continuity of Operations Plan/Disaster Recovery (COOP/DR) plans and support certification of Information Systems and Networks. Operate and Design Enterprise solutions for: Logging, Forensics, Security Incident and Event Management (SIEM), and Design Network Access Control (NAC). Design and implement the Enterprise Services portion of the Sensor Grid within the security infrastructure that collects intrusion, incident, and audit data from a collection of sources including but not limited to Content Monitoring products, Content Filtering products, HBSS for servers and hosts with the capability for packet capture, deep inspection, and customized signature capability. Design and implement HW sensors into the Navy/Marine Corps architecture for on-call and future CND tools. Design, plan, and implement actions on the enterprise as required by each of the Cyber Readiness Conditions. Design and integrate Computer Network Defense (CND) mechanisms, including anti-spam tools, Network Access Control, Host Based Security System (HBSS), and HBSS Device Control Modules at Enterprise locations. Assist with the development and integration of identity and access management requirements. Execute Project Management tasks such as developing a Plan of Actions and Milestones (POA&M) for system compliance. Working knowledge of Navy/Marine Corps, Defense Information Systems Agency (DISA) and Joint interoperability of network design, integration and implementation. Perform integration tasks using McAfee IPS and McAfee SIEM. Experience with Network Access Control (NAC) and Assured Compliance Assessment System (ACAS). Perform integration with standard Active Directory (AD) services (plus the availability to use Windows Light Directory Access Portal (LDAP) services) for network devices and appliances. Monitor and optimize replication speed of directory services. Oversee Rights Management Services for administrators, users and groups. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Perform integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Administer intrusion prevention. Perform Backup (Disaster Recovery). Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience required.</p>
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Network Enterprise Management Design Engineer	Senior Level		<p>Under broad direction, evaluates communication hardware and software communication, troubleshoots Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) and other network related problems, and provides technical expertise for performance and configuration of networks. Assist the Government Lead in the daily engineering duties on systems. Provide technical leadership in the integration and test of complex large-scale computer integrated networks. Schedule conversions and cutovers. Design and provide near real time full spectrum situational awareness of IT services, events, incidents, and infrastructure to support vulnerability analyses. Deliver Navy/Marine Corps NetOps control and visibility via electronic network management systems (automated means) and Command and Control (C2) facilities for use by watch standers on the Navy/Marine Corps network. Facilitate the Government's exercise of network operational control over critical services and infrastructure in support of Department of Navy (DON) statutory and war fighting responsibilities. Design and perform schema extensions for directory services. Support network analysis and troubleshooting using deep packet inspection with Wireshark, Sniffer or similar toolsets. Develop system status dashboards. Design, test, document, install, and maintain NetScout systems such as nGenius One, NetScout Performance Manager, and Netscout Infinistream. Perform system integration and server installation on server hardware. Perform system backup (Disaster Recovery), security updates (in accordance with Government procedures for directory services), and system integration with HBSS. Develop integration with standard Active Directory (AD) services (plus the availability to use Windows Light Directory Access Portal (LDAP) services) for all physical and virtual application servers, network devices and appliances. Design RedHat Enterprise Linux Platforms solutions and Rights Management Services for administrators, users and groups. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and LAN. Perform integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Experience with NetWork Access Control and Comply to Connect. Design, Develop and Operate Central Management Consoles and Systems including (but not limited to): Cisco, Juniper, Fortinet, Brocade, McAfee, Linux, HP Operations Manager i (OMi), HP Network Node Manager i (NNMi), HP Server Automation, and HP Network Automation. Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communications.</p>
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Network Routing Design Engineer	Senior Level		<p>Under broad direction, perform general Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) administration and provides technical expertise in the performance, design, configuration, and testing of complex large-scale computer networks. Assist the Government Lead in the daily engineering duties on systems. Schedule conversions and cutovers. Evaluates and design communication hardware and software, troubleshoots LAN/BAN/WAN and other network related problems, provides technical expertise for performance, design and configuration of networks. Perform Capacity and Demand Management activities in accordance with the USMC Circuit Management processes. Support traffic analysis and traffic shaping design plans. Monitor and optimize directory services replication speed. Design the capabilities and features that allow end users to for access of internal and external web content via Hypertext Transfer Protocol (HTTP) and HTTPS protocols. Design capabilities for caching and proxy, to include control of content accessed through proxy (Filter by category, allow policy application scheduling, and apply updates of automated filter categories from a Government approved industry provider). Assist with the development and integration of identity and access management requirements and monitor security updates in accordance with Government policies. Design and integrate multivendor solutions utilizing Cisco, Juniper, Brocade and other vendor technologies. Develop, update, track, and perform Internet Protocol (IP) scheme and address management. Experience with Navy/Marine Corps, DISA and Joint interoperability of network design, integration and implementation. Design, Develop and Integrate network routing utilizing Border Gateway Protocol (BGP), Enhanced Interior Gateway Routing Protocol (EIGRP), Open Shortage Path First (OSPF) routing and Virtual Routing and Firewall (VRF) and perform network security utilizing Virtual Routing and Firewall (VRF), Multi-Protocol Label Switching (MPLS), Access Control List (ACL), Internet Protocol Security (IPSEC) and Layer 2 Virtual Private Network (L2 VPN). Oversee Rights Management Services for administrators, users and groups. Expert knowledge of Domain Name Server (DNS), Dynamic Host Configuration Protocol (DHCP), and Uniform Resource Locator (URL) filtering. Design Anti-malware, Hypertext Transfer Protocol (HTTP), and Hypertext Transfer Protocol Secure (HTTPS) inspection solutions. Design application networking ports and protocols, Information Assurance (IA), routing and LAN. Integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Must possess ITIL V3. Must possess professional-level certifications in one or more technology related vendor solutions such as Cisco Certified Network Professional (CCNP) Service Provider, Juniper Networks Certified Internet Professional (JNCIP) or equivalent Certification, or resume as accepted by Government demonstrating sufficient experience in lieu of certification. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communication.</p>
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Network Switching Design Engineer	Senior Level		<p>Under broad direction, perform general Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) administration and provides technical expertise in the performance, design, configuration, and testing of complex large-scale computer networks. Assist the Government Lead in the daily engineering duties on systems. Schedule conversions and cutovers. Evaluate and design communication hardware and software, troubleshoots LAN/BAN/WAN and other network related problems, provides technical expertise for performance, design and configuration of networks. Execute LAN/BAN and Data Center Switching network design, integration, and implementation. Design and integrate multivendor solutions utilizing Cisco, Juniper, Brocade and other vendor technologies. Develop, update, track, and perform Internet Protocol (IP) scheme and address management. Assist with the development and integration of identity and access management requirements. Support engineering and design of Voice over Internet Protocol (VoIP) services; enabling telephone system to interface between data services and the network with unlimited local connection. Enforce Department of Defense (DoD) Unified Capabilities Requirements and monitor security updates in accordance with Government procedures. Design, Develop and Integrate network switching utilizing LAN, BAN, Trunking, Port Channels and Virtual Local Area Network (VLANs) and network security utilizing VLANs, Access Control Lists (ACLs), and Layer 2 Virtual Private Network (L2 VPNs). Operate standard Active Directory (AD) services (plus the availability to use Windows Light Directory Access Protocol (LDAP) services) for network devices and appliances. Monitor and optimize replication speed of directory services. Oversee Rights Management Services for administrators, users and groups. Working knowledge of Domain Name Server (DNS) and Dynamic Host Configuration Portal (DHCP). Design, Develop and Integrate application networking ports and protocols, Information Assurance (IA), routing and LAN. Perform Integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Must possess ITIL v3. Must possess professional-level certifications in one or more technology related vendor solutions such as Cisco Certified Network Professional (CCNP) Routing and Switching, CCNP Data Center, Juniper Networks Certified Internet Professional (JNCIP), or equivalent Certification, or resume as accepted by Government demonstrating sufficient experience in lieu of certification Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communications.</p>
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Network Unified Communications Design Engineer	Senior Level		<p>Under broad direction, perform general Local Area Network (LAN)/Body Area Network (BAN)/Wide Area Network (WAN) administration and provides technical expertise in the performance, design, configuration, and testing of complex large-scale computer networks. Assist the Government Lead in the daily engineering duties on systems. Schedule conversions and cutovers. Evaluate and design communication hardware and software, troubleshoot LAN/BAN/WAN and other network related problems. Provide technical expertise for performance, design and configuration of networks. Develop customized multivendor solutions utilizing Cisco, Juniper, Brocade and other vendor technologies. Develop, update, track, and perform Internet Protocol (IP) scheme and address management. Develop and integrate identity and access management requirements. Support engineering and design of Voice over Internet Protocol (VoIP) services to include the design and integration of new and existing VoIP servers, switches, routers, and other equipment supporting VoIP networks with capability to support Extension Mobility, Unified Messaging, Emergency Responder and Call Center operations in a Service Desk environment. Design VoIP services that provide Layer 3 switching capability and updated Tactical Local Area Network Encryption (TACLANE) configurations in support of integration and transition of USMC and Defense Information Systems Agency (DISA) Voice over Secure Internet Protocol (VoSIP). Design configuration of auxiliary voice Virtual Local Area Networks (VLANS). Design configuration and operations of network devices, Public Switched Telephone Network (PSTN) interfaces, and fax modules supporting the voice system. Manage Hardware, Software, network, and scheduling required for end users to conduct videoconferences on Department of Navy (DON), Department of Defense (DoD), Federal, or Commercial networks. Integrate with standard Active Directory (AD) services (plus the availability to use Windows Light Directory Access Protocol (LDAP) services) for network devices and appliances. Perform Rights Management Services for administrators, users and groups. Working knowledge of Domain Name Server (DNS), Dynamic Host Configuration Protocol (DHCP). Design, Develop and Operate application networking ports and protocols, Information Assurance (IA), routing and LAN. Complete integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all AD domain account categories and eliminate the need for password-based authentication. Must possess ITIL v3. Must possess professional-level certifications in one or more technology related vendor solutions such as Cisco Certified Security Professional (CCSP), Fortinet Certified Network Security Professional (FCNSP), Juniper Networks Certified Specialist Security (JNCIP-SEC), Certified Modeling & Simulation Professional (CMSP), or equivalent Certification, or resume as accepted by Government demonstrating sufficient experience in lieu of certification. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of experience in telecommunications and/or data communications.</p>
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OEM SME Engineer - BMC	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with BMC solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing BMC solutions preferably on large enterprise DoD networks.</p>
OEM SME Engineer - McAfee	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with McAfee solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing McAfee security solutions preferably on large enterprise DoD networks.</p>
OEM SME Engineer - Fortinet	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with Fortinet solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing Fortinet security solutions preferably on large enterprise DoD networks.</p>

OEM SME Engineer -HP PSO SMS Consultant Tier 2	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with HP PSO solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing Network Management and HP software application solutions for large enterprise DoD networks.</p>
OEM SME Engineer -HP PSO Tier 4 SME	Senior Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with HP PSO solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing Network Management and HP software application solutions for large enterprise DoD networks.</p>
OEM SME Engineer - Juniper	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with Juniper solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing Juniper Switching, VPN, and Security solutions for large enterprise DoD networks.</p>

OEM SME Engineer - NetApp	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with NetApp solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing NetApp Storage solutions preferably on large enterprise DoD networks.</p>
OEM SME Engineer - Symantec	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with Symantec solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred..</p> <p>5+ Years experience in related field of operating and designing Symantec security solutions preferably on large enterprise DoD networks.</p>
OEM SME Engineer - VMware	Mid Level	Bachelors Degree in IT or related field of study	<p>Expert Subject Matter Expert will serve as the primary technical expert for vendor solutions and for enterprise-wide assistance engineering support solutions, and products. Ability to perform and possess direct reach back into vendor research, development and technical support teams to ensure effective design and application in the production environment. Provide dedicated support and perform solution development and engineering work in the Storage Engineering and Virtualization functional areas. Mastery knowledge and ability to resolve any emergent issues with VMware solutions, systems, and technologies. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II is required. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III or IASAE II is preferred.</p> <p>5+ Years experience in related field of operating and designing VMware solutions preferably on large enterprise DoD networks.</p>

Remedy Design Engineer	Senior Level		<p>Under broad direction, operate and manage all aspects of Information Systems, data availability, integrity, authentication, confidentiality, and non-repudiation. Assist the Government Lead in the daily engineering duties on systems. Design and monitor security measures for communication systems, networks, and perform security updates in accordance with Government directory services procedures. Construct analytical models supporting utilization and performance at multiple levels. Perform workload sizing for new and existing applications. Support the implementation of hardware and software upgrades. Design, develop and implement systems to analyze and report levels of utilization and performance. Develop and integrate identity and access management requirements utilizing ForeFront Identity Manager, Oracle/Sun Identity and Access Management. Utilize Directory Services providing authentication to enterprise applications and trusted relationships between users, devices, applications, services, and other resources throughout the network. Experience using Windows 2008 R2/2012 R2 Platforms solutions. Perform Rights Management Services for administrators, users and groups. Experience with Windows PowerShell scripting. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Complete integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Perform system integration with WSUS (Windows Server Update Services), System Center Configuration Manager (SCCM) 2012, and Host Based Security System (HBSS). Perform system and database integration with external storage devices utilizing Logical Unit Numbers (LUNs), quota distribution, file sharing, and virtualization (specifically but not limited to VMware and Hyper-V). Perform system integration and server installation on various server hardware. Perform backup (Disaster Recovery). Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level II.</p> <p>Ten or more (10+) years of related experience; writing API code and proficient with Oracle (or other) databases.</p>
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Storage Design Engineer	Senior Level		<p>Responsible for the implementation and administration of the networked storage infrastructure and interconnected systems, capacity planning, and performance analysis and design of storage systems. Assist the Government Lead in the daily engineering duties on systems. Determine current levels of system and application resource utilization and performance. Construct analytical models and develop workload projection methodologies to estimate and describe utilization and performance at multiple levels. Utilize the capacity management tool set to perform workload sizing for new and existing applications. Plan and evaluate storage requirements. Support the implementation of hardware and software upgrades and analyze the impact of new technologies on processor and peripheral utilization and performance. Construct capacity plans, develop capacity reports, oversee storage of capacity and performance data, and conduct capacity management audits. Support disaster recovery sizing activities. Design, Develop and Integrate Storage Attached Network (SAN) Storage design, configuration, integration including but not limited to NetApp and EMC storage solutions. Provide capacity and performance management, design, configuration, and integration. Design, Develop and Operate High Availability/ Disaster Recovery (HA/DR) solutions management to configure, integrate, and support virtualization, systems, and appliance storage. Complete tasks associated with Fiber Channel, IP Small Computer System Interface (iSCSI), Network Attached Storage (NAS) design, configuration, integration with switching fabric. Complete data de-duplication, mirroring and retention. Design storage devices based on analysis of capacity use and requirements. Execute installation and integration of storage device, system, and components. Configure and integrate NetApp Data on Tap 8.x design. Experience with SnapMirror, SnapDrive, SnapManager for Exchange/SQL Configuration. Experience with NetApp tools such as: Data Fabric Manager, On Command Operations Manager/System Manager, and PowerShell. Develop, Configure and Integrate Virtual Storage Console for VMWare. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Execute tasks associated with storage security design and management. Perform storage design supporting Microsoft Distributed File System (DFS), Exchange and Structured Query Language (SQL) and storage integration utilizing Logical Unit Numbers (LUNs), quota distribution and file sharing. Design, Develop and Operate storage integration with virtualization (specifically but not limited to VMware and Hyper-V). Perform storage integration with SQL 2008 r2 and HBSS and integration and installation on various server hardware. Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience; writing API code and proficient with Oracle (or other) databases.</p>
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Systems Enterprise Management Design Engineer	Senior Level		<p>Responsible for the installation, configuration, and operation of enterprise systems management and infrastructure tools systems and related software. Assist the Government Lead in the daily engineering duties on systems. Ensure Enterprise applications are properly monitored for performance and availability. Perform tasks related to the operation, servicing, trouble shooting, and account administration of Active Directory (AD), Exchange, Active Directory Application Mode (ADAM), and the Global Address List (GAL). Design near real time full spectrum situational awareness of IT services and infrastructure to include: configuration of components, systems, services, and incidents to support vulnerability analyses. Deliver Navy/Marine Corps NetOps control and visibility via electronic network management systems and Command and Control (C2) facilities. Facilitate the Government's exercise of network operational control over critical services and infrastructure in support of DON statutory and war fighting responsibilities. Design electronic SW distribution services for applications distributed within the Navy/Marine Corps Management domain. Utilize Directory Services to authenticate enterprise applications and trusted relationships between users, devices, applications, services, and other resources throughout the network and perform schema extensions. Utilize standard Active Directory (AD) services (plus the availability to use Windows Lightweight Directory Access Protocol (LDAP) services for all physical and virtual application servers, network devices and appliances. Design solutions to remove any associated Software and/or packaged applications from the Enterprise Service Desk (ESD) system and any associated objects from AD for applications removed from the Navy/Marine Corps Management Domain. Perform Disaster Recovery. Design monitoring and management of enterprise core services, including email and file share. Experience with Windows 2008 R2/2012 R2 Platforms solutions. Perform Rights Management Services for administrators, users and groups. Working knowledge of Windows PowerShell scripting. Perform tasks associated with application networking ports and protocols, IA, routing and LAN. Complete integration with Public Key Infrastructure (PKI) certificates and network accounts to support two-factor authentication for all Active Directory (AD) domain account categories and eliminate the need for password-based authentication. Design, Develop and Integrate workplace and server automation. Perform VDI design, configuration and integration. Working knowledge of International Business Machines (IBM) Endpoint Management (BIGFIX), WSUS (Windows Server Update Services), and System Center Configuration Manager (SCCM) 2007/12 design, configuration and integration. Initiate security updates in accordance with Government procedures for directory services. Perform system integration with Host Based Security System (HBSS) and Structured Query Language (SQL) 2008 r2/SQL 2012 and installation on various server hardware. Must possess ITIL V3. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience.</p>
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Virtualization Design Engineer	Senior Level		<p>Responsible for the design, implementation, and support for the network to include: installation, maintenance, security, and day-to-day monitoring of virtual infrastructure. Assist the Government Lead in the daily engineering duties on systems. Maintain and administer applications, custom monitors and custom reports. Coordinate and manage overall system maintenance. Recommend and implement test sets to provide root cause analysis and resolution for alerts and events and resolve incidents in response to escalated tickets. Ability to work with cluster file systems and other technologies to provide redundancy and availability for server farms and applications. Develop and execute software, testing, and validation procedures, programming and documentation. Design and customize software to optimize operational efficiency in cloud-based environments. Experience with VMWare and Hyper-V tools and VMWare Update Manager. Develop and Integrate virtual storage console. Perform virtualization integration with New File System (NFS), IP Small Computer System Interface (iSCSI) and Fiber Channel (FC). Execute data store design and management. Support virtualization capacity, performance design, and management. Manage virtualization high availability/disaster recovery solution design and integration. Complete Virtual Switching (Vswitch) design and configuration. Perform tasks associated with application networking ports and protocols, Information Assurance (IA), routing and Local Area Network (LAN). Perform tasks of virtualization administrator, managing user and group permissions and security design. Initiate security updates in accordance with Government procedures for directory services. Experience with Hyper-V WSUS (Windows Server Update Services). Support evaluating virtualization and network consolidation. Perform virtualization integration with System Center Configuration Manager (SCCM) 2012, SQL 2012R2, external storage devices utilizing LUNs, quota distribution and file sharing and installation on various server hardware. Perform system integration with Host Based Security System (HBSS). Must possess demonstrated proficiency in key solutions such as Data Sharing, Network Attached Storage (NAS), Disaster Recovery preparation, and integration of these capabilities with Cloud Computing and Cyber architectures. Experience with administering the most current versions of Windows Operating Systems and Windows Operating Systems environments, virtual infrastructure platforms, and working with vendor-neutral virtual networking solutions and technologies. Must possess knowledge of virtualization concepts, virtual and storage networking protocols, such as Fiber Channel protocols and Internet Small Computer System Interface (iSCSI). Must possess ITIL V3. Must possess professional-level certifications in one or more technology related vendor solutions such as Veritas, EMC Corporation, NetApp, or Tivoli, or resume as accepted by Government demonstrating sufficient experience in lieu of certification. Certified in accordance with DoD 8570.01-M Information Assurance Technician Level III.</p> <p>Ten or more (10+) years of related experience.</p>
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2. In contract Attachment J-8 (Rate Card), add the following labor category pricing:

Labor Categories	Base Year Rate	Option Year 1 Rate	Option Year 2 Rate	Option Year 3 Rate	Option Year 4 Rate
Asset Management Design Engineer Senior	N/A	N/A	(b)(4)		
Capacity Enterprise Management Design Engineer Senior	N/A	N/A	(b)(4)		
Database Server Design Engineer Senior	N/A	N/A	(b)(4)		
Directory Services Design Engineer Senior	N/A	N/A	(b)(4)		
Engineering Process Lead Senior	N/A	N/A	(b)(4)(b)(4)		
Firewall/VPN Design Engineer Senior	N/A	N/A	(b)(4)		
Host Defense Design Engineer Senior	N/A	N/A	(b)(4)		
Information Assurance Engineer Senior	N/A	N/A	(b)(4)		
Messaging Design Engineer Senior	N/A	N/A	(b)(4)		
Network Defense Design Engineer Senior	N/A	N/A	(b)(4)		
Network Enterprise Management Design Engineer Senior	N/A	N/A	(b)(4)		
Network Routing Design Engineer Senior	N/A	N/A	(b)(4)		
Network Switching Design Engineer Senior	N/A	N/A	(b)(4)		
Network Unified Communications Design Engineer Senior	N/A	N/A	(b)(4)		
OEM SME Engineer - BMC Mid	N/A	N/A	(b)(4)		
OEM SME Engineer - McAfee Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -Fortinet Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -HP PSO SMS Consultant Tier 2 Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -HP PSO Tier 4 SME Senior	N/A	N/A	(b)(4)		
OEM SME Engineer -Juniper Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -NetApp Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -Symantec Mid	N/A	N/A	(b)(4)		
OEM SME Engineer -Vmware Mid	N/A	N/A	(b)(4)		
Remedy Design Engineer Senior	N/A	N/A	(b)(4)		
Storage Design Engineer Senior	N/A	N/A	(b)(4)		
Systems Enterprise Management Design Engineer Senior	N/A	N/A	(b)(4)		
Virtualization Design Engineer Senior	N/A	N/A	(b)(4)		

3. To reflect these changes replace contract Attachment J-8 as follows:

- Attachment J-8 (Rate Card), filename "Atch 08 Rate Card N00039-13-D-0013Rev1"

With

- Attachment J-8 (Rate Card), filename "Atch 08 Rate Card N00039-13-D-0013Rev2"

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 5			
2. AMENDMENT/MODIFICATION NO. P00116		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Deployable Site Transport Boundary (DSTB) Services (CLIN x076)				
							8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	
							HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171	
							CODE FACILITY CODE IU305	
				(X)		9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013		
						10B. DATED (SEE ITEM 11) 27 June 2013		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.	
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:	
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required)	
NOT APPLICABLE	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)	
Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).	

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Walt Leavy, Contracts Manager		Kim Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY (b)(6)	9/14/16	BY (b)(6)	
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE
30-105
STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to add “DSTB Services (CLIN x076)” to sections B and C (Option Year 2 through Option Year 4). Refer to RAPT request CPF-5000-2015-NG0735 for related CLIN 5000 services that may be purchased with the services outlined herein. All terms and conditions outlined in this contract modification, and currently existing, replace in their entirety those pertaining to CLINs 2, 2a, 2b, 3, 3a, 3b, 4, 4a, 4b, 5, 5a, 5b, 6, 6a, 6b, 8, and 8a within the final RAPT NG0735 proposal documents (Statement of Work (SOW) and Pricing (PRI)).

1. In Section B make the flowing revisions and additions:

SECTION B-Supplies or Services and Prices / Costs

Section B – Option Year Two						
CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2076	TXS	Deployable Site Transport Boundary (DSTB) Services				
2076AA	TXS	Deployable Site Transport Boundary (DSTB) One week Onsite Support	-	Each	(b)(4)	-
2076AB	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Hardware Kit (Per FAK)	-	Each	(b)(4)	-
2076AC	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Build & Initial Configuration (Per FAK)	-	Each	(b)(4)	-
2076AD	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit End User Training	-	Each	(b)(4)	-
2076AE	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Monthly Service (Per FAK)	-	Monthly	(b)(4)	-
2076AF	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Classified Seat Connectivity Uplift (Per Seat)	-	Monthly	(b)(4)	-
2076AG	TXS	Deployable Site Transport Boundary (DSTB) CORE Spare Parts Hardware Kit	-	Each	(b)(4)	-
2076AH	TXS	Deployable Site Transport Boundary (DSTB) CORE Hardware and Initial Configuration	-	Each	(b)(4)	-
2076AJ	TXS	Deployable Site Transport Boundary (DSTB) CORE IAVA/Update Support	-	Monthly	(b)(4)	-
2076AK	TXS	Deployable Site Transport	-	Each	(b)(4)	-

		Boundary (DSTB) Training Lab / Survey				
2076AL	TXS	Deployable Site Transport Boundary (DSTB) CORE End User Training at Government Facility	-	Each	(b)(4)	-
2076AM	TXS	Deployable Site Transport Boundary (DSTB) Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
2076AN	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
2076AP	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training Curriculum Update	-	Each	(b)(4)	-

Section B – Option Year Three						
CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3076	TXS	Deployable Site Transport Boundary (DSTB) Services				
3076AA	TXS	Deployable Site Transport Boundary (DSTB) One week Onsite Support	-	Each	(b)(4)	-
3076AB	TXS	Deployable Site Transport Boundary (DSTB) Fly- Away Kit Hardware Kit (Per FAK)	-	Each	(b)(4)	-
3076AC	TXS	Deployable Site Transport Boundary (DSTB) Fly- Away Kit Build & Initial Configuration (Per FAK)	-	Each	(b)(4)	-
3076AD	TXS	Deployable Site Transport Boundary (DSTB) Fly- Away Kit End User Training	-	Each	(b)(4)	-
3076AE	TXS	Deployable Site Transport Boundary (DSTB) Fly- Away Kit Monthly Service (Per FAK)	-	Monthly	(b)(4)	-
3076AF	TXS	Deployable Site Transport Boundary (DSTB) Fly- Away Kit Classified Seat Connectivity Uplift (Per Seat)	-	Monthly	(b)(4)	-
3076AG	TXS	Deployable Site Transport Boundary (DSTB) CORE	-	Each	(b)(4)	-

		Spare Parts Hardware Kit				
3076AH	TXS	Deployable Site Transport Boundary (DSTB) CORE Hardware and Initial Configuration	-	Each	(b)(4)	-
3076AJ	TXS	Deployable Site Transport Boundary (DSTB) CORE IAVA/Update Support	-	Monthly	(b)(4)	-
3076AK	TXS	Deployable Site Transport Boundary (DSTB) Training Lab / Survey	-	Each	(b)(4)	-
3076AL	TXS	Deployable Site Transport Boundary (DSTB) CORE End User Training at Government Facility	-	Each	(b)(4)	-
3076AM	TXS	Deployable Site Transport Boundary (DSTB) Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
3076AN	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
3076AP	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training Curriculum Update	-	Each	(b)(4)	-
3076AQ	TXS	DSTB to NMCI Access Port – Device Configuration and Implementation – per device	-	Each	(b)(4)	-

Section B – Option Year Four						
CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
4076	TXS	Deployable Site Transport Boundary (DSTB) Services				
4076AA	TXS	Deployable Site Transport Boundary (DSTB) One week Onsite Support	-	Each	(b)(4)	-
4076AB	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Hardware Kit (Per FAK)	-	Each	(b)(4)	-
4076AC	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Build & Initial Configuration (Per FAK)	-	Each	(b)(4)	-

4076AD	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit End User Training	-	Each	(b)(4)	-
4076AE	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Monthly Service (Per FAK)	-	Monthly	(b)(4)	-
4076AF	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Classified Seat Connectivity Uplift (Per Seat)	-	Monthly	(b)(4)	-
4076AG	TXS	Deployable Site Transport Boundary (DSTB) CORE Spare Parts Hardware Kit	-	Each	(b)(4)	-
4076AH	TXS	Deployable Site Transport Boundary (DSTB) CORE Hardware and Initial Configuration	-	Each	(b)(4)	-
4076AJ	TXS	Deployable Site Transport Boundary (DSTB) CORE IAVA/Update Support	-	Monthly	(b)(4)	-
4076AK	TXS	Deployable Site Transport Boundary (DSTB) Training Lab / Survey	-	Each	(b)(4)	-
4076AL	TXS	Deployable Site Transport Boundary (DSTB) CORE End User Training at Government Facility	-	Each	(b)(4)	-
4076AM	TXS	Deployable Site Transport Boundary (DSTB) Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
4076AN	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training at Government Facility	-	Each	(b)(4)	-
4076AP	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training Curriculum Update	-	Each	(b)(4)	-
4076AQ	TXS	DSTB to NMCI Access Port – Device Configuration and Implementation – per device	-	Each	(b)(4)	-

2. In Section C make the flowing revisions and additions:

Section C			
CLIN	ES/TXS	Supplies/Services	Description
0076AA	TXS	Deployable Site Transport Boundary (DSTB) One week Onsite Support	The Contractor shall provide One (1) Week Onsite Deployable Site Transport Boundary (DSTB) deployment support: one (1) Network Engineer and one (1) CSR, for five (5) consecutive, eight (8) hour days. These services are outside of the initial build and configuration of the DSTB and may be desired for exercise or deployment support in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AB	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Hardware Kit (Per FAK)	The Contractor shall provide two (2) Router/Switches with power cables, one (1) VPN device, one (1) WAN Accelerator, and one (1) carrying case. The Deployable Site Transport Boundary (DSTB) Fly-Away Hardware Kit (FAK), which supports 2-12 connections, is FAA compliant as carry- on luggage, weighs 36 lbs., is 20" x 11" x 8", and can be carried by one (1) person. The DSTB FAK is configured to use an Ethernet connection as its primary transport. After the DSTB FAK has been activated and connected to NGEN, devices connected to it function like any on NGEN in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AC	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Build & Initial Configuration (Per FAK)	The Contractor shall provide the DSTB Fly-Away Build hardware, initial configuration, and a copy of the Certification and Accreditation (C&A) Technical Package for the Deployable Site Transport Boundary (DSTB) Fly-Away Kit (FAK). C&A efforts are not required for each ordering instance; however, this service shall always deliver a fully accredited solution. In the instance that C&A efforts are required (e.g. FAK hardware updates), that C&A effort shall be included as part of this service. The FAK will use an Ethernet connection as its primary transport in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AD	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit End User Training	The Contractor provides the Government's end user with classroom and lab training for basic system initiation, setup, configuration, and support for the DSTB FAK. Purchase of this CLIN is required when the Government desires to deploy the DSTB FAK without support from a Network Engineer or Customer Service Representative (CSR). The Government will provide an actual DSTB FAK, which can be ordered separately through CLIN 0076AB. <ul style="list-style-type: none"> • Contractor-provided classroom and lab training facility (in San Diego, CA, or Norfolk, VA) with maximum class size of six (6) students • Contractor-provided class materials and training equipment • Hands-on lab to experience self-deploy of a DSTB FAK • Class length is one (1) day in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d). Performance shall be in accordance with Section 3.3.5.4 in the PWS.

0076AE	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Monthly Service (Per FAK)	The Contractor provides ongoing break/fix, maintenance, and IAVA support for the Deployable Site Transport Boundary (DSTB) Fly-Away Hardware Kit (Per FAK) while deployed. This service is to ensure the software remains current by periodically connecting the hardware to receive important maintenance updates and security patches. (Important maintenance updates may include minor software updates and may require troubleshooting any issues introduced by the update) in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AF	TXS	Deployable Site Transport Boundary (DSTB) Fly-Away Kit Classified Seat Connectivity Uplift (Per Seat)	The Contractor shall provide configuration and support for classified seat connectivity using GFP Type 1 hardware. This service permits connectivity with classified enclaves and transport Type 1 encrypted data between the NGEN classified network domain and the remotely deployed DSTB - hosted classified enclave. The FAK Classified Seat Connectivity Uplift leverages the cPSAS offering which includes support for TALON or SECNET54 devices. The Contractor support shall include the following services: installation of cPSAS hardware/ software, training for the installation of the TALON or SECNET54 hardware/software for cPSAS, NMCI Service Desk and Field Services support to troubleshoot any cPSAS, TALON or SECNET54 issues. This CLIN is required for each classified seat being connected to the FAK in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AG	TXS	Deployable Site Transport Boundary (DSTB) CORE Spare Parts Hardware Kit	Provides a one-for-one replacement for all equipment delivered via CLIN 0076AH. Performance shall be in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AH	TXS	Deployable Site Transport Boundary (DSTB) CORE Hardware and Initial Configuration	The Contractor provides the DSTB hardware, initial configuration, and a copy of the Certification & Accreditation (C&A) Technical Package for the Core DSTB. C&A efforts are not required for each ordering instance; however, this service shall always deliver a fully accredited solution. In the instance that C&A efforts are required (e.g. Core DSTB hardware updates), that C&A effort shall be included as part of this service. The Core DSTB is the large size DSTB with the capability to support up to 44 connections, and can extend support up to 200 connections. The router can be configured to multiple types of media including T1, DSL, Ethernet, ISDN & Fiber Optic**. The DSTB weighs 125 lbs., is 22"x22"x39", and requires a two (2) men lift in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).
0076AJ	TXS	Deployable Site Transport Boundary (DSTB) CORE IAVA/Update Support	The Contractor shall provide one (1) month of IAVA support for the core DSTB. Order this CLIN once for every month a DSTB is deployed. This CLIN is not to be used with the DSTB Fly-Away Kit. Performance shall be in accordance with Section 3.3.4.4 in the PWS excluding (3.3.5.4.d).

0076AK	TXS	Deployable Site Transport Boundary (DSTB) Training Lab / Survey	The Contractor shall conduct a one-time site survey at requested training location to capture required classroom connectivity and training equipment needs DSTB Training Lab. The identified requirements will be provided to local Government representatives for procurement of the hardware, software and deployment services required to support the future training environment.
0076AL	TXS	Deployable Site Transport Boundary (DSTB) CORE End User Training at Government Facility	<p>The Contractor provides the Government's end user with classroom and lab training for basic system initiation, setup, configuration, and support for the DSTB CORE. Purchase of this CLIN is required when the Government desires to deploy the DSTB CORE without support from a Network Engineer or Customer Service Representative (CSR). The Government will provide the DSTB Core equipment and training classroom that was recommended via a corresponding CLIN 0076AK.</p> <ul style="list-style-type: none"> • The contractor will need a minimum of six weeks prior to commencement of request training course dates to secure use of the classroom, identify the instructor, and to provide ample time for preparation of the classroom and course material. In case of emergency situation, the contractor will make best effort to reduce that timeline to meet claimant operational requirements. • Training shall be conducted at Government-provided training facility that was previously surveyed via CLIN 0076AK. Training class size is limited to six (6) students per class. Contractor travel is not included in this CLIN. • The Contractor shall provide printed training materials to support training course on the first day of the course. • Class length is three (3) days and shall consist of three (3) eight-hour sessions in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d). Performance shall be in accordance with Section 3.3.5.4 in the PWS.
0076AM	TXS	Deployable Site Transport Boundary (DSTB) Fly Away Kit (FAK) End User Training at Government Facility	<p>The Contractor provides the Government's end user with classroom and lab training for basic system initiation, setup, configuration, and support for the DSTB FAK. Purchase of this CLIN is required when the Government desires to deploy the DSTB FAK without support from a Network Engineer or Customer Service Representative (CSR). The Government will provide the DSTB FAK equipment and training classroom that was recommended via a corresponding CLIN 0076AK.</p> <ul style="list-style-type: none"> • The contractor will need a minimum of six weeks prior to commencement of request training course dates to secure use of the classroom, identify the instructor, and to provide ample time for preparation of the classroom and course material. In case of emergency situation, the contractor will make best effort to reduce that timeline to meet claimant operational requirements. • Training shall be conducted at Government-provided training facility that was previously surveyed via CLIN 0076AK. Training class size is limited to six (6) students per class. Contractor travel is not included in

			<p>this CLIN.</p> <ul style="list-style-type: none"> • The Contractor shall provide printed training materials to support training course on the first day of the course. • Class length is two (2) days and shall consist of two (2) eight-hour sessions in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d). Performance shall be in accordance with Section 3.3.5.4 in the PWS.
0076AN	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training at Government Facility	<p>The Contractor provides the Government's end user with classroom and lab training for basic system initiation, setup, configuration, and support for the DSTB CORE and FAK. Purchase of this CLIN is required when the Government desires to deploy the DSTB CORE and FAK without support from a Network Engineer or Customer Service Representative (CSR). The Government will provide the DSTB Core and FAK equipment and training classroom that was recommended via a corresponding CLIN 0076AK.</p> <p>.</p> <ul style="list-style-type: none"> • The contractor will need a minimum of six weeks prior to commencement of request training course dates to secure use of the classroom, identify the instructor, and to provide ample time for preparation of the classroom and course material. In case of emergency situation, the contractor will make best effort to reduce that timeline to meet claimant operational requirements. • Training shall be conducted at Government-provided training facility that was previously surveyed via CLIN 0076AK. Training class size is limited to six (6) students per class. Contractor travel is not included in this CLIN. • The Contractor shall provide printed training materials to support training course on the first day of the course. • Class length is four (4) days and shall consist of four (4) eight-hour sessions in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d). Performance shall be in accordance with Section 3.3.5.4 in the PWS.
0076AP	TXS	Deployable Site Transport Boundary (DSTB) Core and Fly Away Kit (FAK) End User Training Curriculum Update	<p>The Contractor shall provide up to 50 hours of effort in support of required and/or requested training documentation updates as a result of new technologies or process changes introduced in the DSTB Core and/or FAK solutions. The Contractor shall notify the government that an additional block of hours will need to be ordered when 10 hours of tasking remains. The Contractor shall track the actual hours used for each ordered CLIN and provide a report of those hours as a deliverable.</p>
0076AQ	TXS	DSTB to NMCI Access Port – Device Configuration and Implementation – per device	<p>The Contractor shall develop configuration bundles based on approved documentation, apply the required configurations in the NMCI environment, and conduct ticket maintenance and journaling activities for the required effort. Contractor travel is not included in this CLIN.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00117		3. EFFECTIVE DATE SEE BLOCK 14/16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add New Location to Section H-8 and Update Attachment J-5 (Wage Determination) – Option Year 2 and 3	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 9/14/16	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to update section H-8 and to add Wage Determination information for the county of “Guilford North Carolina” within Attachment J-5 (Wage Determination), which was previously modified under contract modification P00061, and updated under P00099 and P00106. The additional information is contained within the Attachment J-5 revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 31August 2016*), pages 939-948, and applies to Option Year 2 (1 October 2015 to 30 September 2016).

This modification also adds Wage Determination information for the county of “Guilford North Carolina” within Attachment J-5 (Wage Determination), which was previously modified/established under contract modification P00111. The additional information is contained within the Attachment J-5 revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 1 October 2016 Rev1*) and applies to Option Year 3 (1 October 2016 to 30 September 2017).

1. Under Section H (Special Contract Clauses), update section **H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))** to include the following additional locations:

County	State
Guilford	NC

From:

H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

County	State
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Santa Clara	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT

New Haven	CT
New London	CT
New Castle	DE
Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Palm Beach	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Lauderdale	MS
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Onslow	NC
Wake	NC
LaMoure	ND

Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA

Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

To:

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

County	State
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Santa Clara	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New Haven	CT
New London	CT
New Castle	DE
Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Palm Beach	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA

Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Lauderdale	MS
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Guilford	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY

Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

2. Under Section J (List of Attachments), incorporate the Attachment J-5 (Wage Determination) revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 31 August 2016*), which includes the additional location stated above. This version of Attachment J-5 shall apply to Option Year 2 (1 October 2015 to 30 September 2016).

3. Under Section J (List of Attachments) incorporate the Attachment J-5 (Wage Determination) revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 1 October 2016 Rev1*), which includes the additional locations stated above. This version of Attachment J-5 shall become effective and apply to Option Year 3 (1 October 2016 to 30 September 2017).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 8
2. AMENDMENT/MODIFICATION NO. P00118		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add Voice over Internet Protocol (VoIP) Services (CLIN x009)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Stevens, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim Reavis, Procuring Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 9/22/2016	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add new “VoIP Services (CLIN x009)” to sections B and C (Option Year 2 through Option Year 4). Refer to RAPT request PMNMCI-5000-2016-NG1713 for related CLIN 5000 services that may be purchased with the services outlined herein. All terms and conditions outlined in this contract modification, and currently existing, replace in their entirety those pertaining to CLINs 9AC, 9ACa, 9ACb, 9AD, 9ADa, 9ADb, 9AE, 9AEa, 9AEb, 9AF, 9AFa, 9AFb, 9AG, 9AGa, 9AGb, 9AH, 9AHa, 9AHb, 9AI, 9AIa, 9AIb, 9AJ, 9AJa, 9AJb, 9AK, 9AKa, 9AKb, 9AL, 9ALa, 9ALb, 9AM, 9AMa, 9AMb, 9AN, 9ANa, 9ANb, 9AO, 9AOa, 9AOb, 9AP, 9APa, 9APb, 9AQ, 9AQa, 9AQb, 9AR, 9ARa, and 9ARb, within the final RAPT NG1713 proposal documents (Statement of Work (SOW) and Pricing (PRI)).

1. In Section B make the flowing additions:

SECTION B-Supplies or Services and Prices / Costs

Section B – Option Year Two						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2009AC	ES	GFE IP phone provisioning	-	Each	(b)(4)	-
2009AD	ES	Classified Voice over Secure IP (VoSIP) seat without license	-	Monthly	(b)(4)	-
2009AE	ES	Unclassified common area / conference phone VoIP Seat without license	-	Monthly	(b)(4)	-
2009AF	ES	Unclassified basic VoIP seat without license	-	Monthly	(b)(4)	-
2009AG	ES	Unclassified enhanced VoIP seat without license	-	Monthly	(b)(4)	-
2009AH	ES	Unclassified VoIP additional line	-	Monthly	(b)(4)	-
2009AJ	ES	Classified VoSIP additional line	-	Monthly	(b)(4)	-
2009AK	ES	Unclassified VoIP phone move – intra-PSI	-	Each	(b)(4)	-
2009AL	ES	Classified VoSIP phone move – intra-PSI	-	Each	(b)(4)	-
2009AM	ES	Unclassified VoIP phone move – inter-PSI	-	Each	(b)(4)	-
2009AN	ES	Classified VoSIP phone move – inter-PSI	-	Each	(b)(4)	-
2009AO	ES	Unclassified import of existing phone number	-	Each	(b)(4)	-
2009AP	ES	Classified import of existing phone number	-	Each	(b)(4)	-
2009AQ	ES	Bulk contiguous DID reassignment service – 100 users	-	Each	(b)(4)	-
2009AR	ES	Bulk contiguous DID reassignment service – 500 users	-	Each	(b)(4)	-
2009AS	ES	Bulk contiguous DID reassignment service –	-	Each	(b)(4)	-

		1,000 users				
2009AT	ES	Custom VoIP/VoSIP configuration service	-	Each	Priced via task order request	-

Section B – Option Year Three						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3009AC	ES	GFE IP phone provisioning	-	Each	(b)(4)	-
3009AD	ES	Classified Voice over Secure IP (VoSIP) seat without license	-	Monthly	(b)(4)	-
3009AE	ES	Unclassified common area / conference phone VoIP Seat without license	-	Monthly	(b)(4)	-
3009AF	ES	Unclassified basic VoIP seat without license	-	Monthly	(b)(4)	-
3009AG	ES	Unclassified enhanced VoIP seat without license	-	Monthly	(b)(4)	-
3009AH	ES	Unclassified VoIP additional line	-	Monthly	(b)(4)	-
3009AJ	ES	Classified VoSIP additional line	-	Monthly	(b)(4)	-
3009AK	ES	Unclassified VoIP phone move – intra-PSI	-	Each	(b)(4)	-
3009AL	ES	Classified VoSIP phone move – intra-PSI	-	Each	(b)(4)	-
3009AM	ES	Unclassified VoIP phone move – inter-PSI	-	Each	(b)(4)	-
3009AN	ES	Classified VoSIP phone move – inter-PSI	-	Each	(b)(4)	-
3009AO	ES	Unclassified import of existing phone number	-	Each	(b)(4)	-
3009AP	ES	Classified import of existing phone number	-	Each	(b)(4)	-
3009AQ	ES	Bulk contiguous DID reassignment service – 100 users	-	Each	(b)(4)	-
3009AR	ES	Bulk contiguous DID reassignment service – 500 users	-	Each	(b)(4)	-
3009AS	ES	Bulk contiguous DID reassignment service – 1,000 users	-	Each	(b)(4)	-
3009AT	ES	Custom VoIP/VoSIP configuration service	-	Each	Priced via task order request	-

Section B – Option Year Four						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT

4009AC	ES	GFE IP phone provisioning	-	Each	(b)(4)	-
4009AD	ES	Classified Voice over Secure IP (VoSIP) seat without license	-	Monthly	(b)(4)	-
4009AE	ES	Unclassified common area / conference phone VoIP Seat without license	-	Monthly	(b)(4)	-
4009AF	ES	Unclassified basic VoIP seat without license	-	Monthly	(b)(4)	-
4009AG	ES	Unclassified enhanced VoIP seat without license	-	Monthly	(b)(4)	-
4009AH	ES	Unclassified VoIP additional line	-	Monthly	(b)(4)	-
4009AJ	ES	Classified VoSIP additional line	-	Monthly	(b)(4)	-
4009AK	ES	Unclassified VoIP phone move – intra-PSI	-	Each	(b)(4)	-
4009AL	ES	Classified VoSIP phone move – intra-PSI	-	Each	(b)(4)	-
4009AM	ES	Unclassified VoIP phone move – inter-PSI	-	Each	(b)(4)	-
4009AN	ES	Classified VoSIP phone move – inter-PSI	-	Each	(b)(4)	-
4009AO	ES	Unclassified import of existing phone number	-	Each	(b)(4)	-
4009AP	ES	Classified import of existing phone number	-	Each	(b)(4)	-
4009AQ	ES	Bulk contiguous DID reassignment service – 100 users	-	Each	(b)(4)	-
4009AR	ES	Bulk contiguous DID reassignment service – 500 users	-	Each	(b)(4)	-
4009AS	ES	Bulk contiguous DID reassignment service – 1,000 users	-	Each	(b)(4)	-
4009AT	ES	Custom VoIP/VoSIP configuration service	-	Each	Priced via task order request	-

2. In Section C make the flowing additions:

Section C			
CLIN	ES/ES	Supplies/Services	Description
0009AC	ES	GFE IP phone provisioning	Contractor shall provide the government with ability to connect previously ordered GFE IP Phones in conjunction with initial order of NMCI VoIP/VoSIP service. Contractor shall inspect, verify functionality and verify

			<p>compliance prior to connection of GFE to NMCI network.</p> <p>Requires</p> <ol style="list-style-type: none"> 1. One of the VoIP/VoSIP Seat CLINs x009AD to x009AG to be ordered per IP Phone. 2. IP phone listed on the NMCI certified device list.
0009AD	ES	Classified Voice over Secure IP (VoSIP) seat without license	<p>The Contractor shall provide classified VoSIP Services to include the operation, maintenance, break/fix labor of all hardware (HW) including disposal, and HW and software (SW) patching required to provide the End User Hardware maintenance as a service, in accordance with Section 3.3.26 in the PWS.</p> <p>Classified VoSIP Service Consists of:</p> <ol style="list-style-type: none"> 1. One TCP/IP Version 4 address 2. Single Line configuration 3. Direct Inward Dialing (DID) number assignment 4. Intra site calling via local IP network 5. Inter site calling via DISA VoSIP Interconnection 6. Off-Hook Dialing 7. Server registration <p>Requires:</p> <ol style="list-style-type: none"> 1. NMCI SIPRNet Wall Jack Service 2. Provisioned GFE IP phone
0009AE	ES	Unclassified common area / conference phone VoIP Seat without license	<p>The Contractor shall provide unclassified VoIP Services to include the operation, maintenance, break/fix labor of all hardware (HW) including disposal, and HW and software (SW) patching, required to provide the End User Hardware maintenance as a service, in accordance with Section 3.3.26 in the PWS.</p> <p>Common Area/Conference Phone Unclassified VoIP Service Consists of:</p> <ol style="list-style-type: none"> 1. One TCP/IP Version 4 address 2. Single Line configuration 3. Direct Inward Dialing (DID) number assignment 4. Intra site calling via local IP network 5. Inter site calling via local PSTN Gateway 6. 911 Service via local PSTN Gateway 7. Off-Hook Dialing 8. Server registration <p>Requires:</p> <ol style="list-style-type: none"> 1. NMCI SIPRNet Wall Jack Service 2. Provisioned GFE IP Phone of the conference or common area type.
0009AF	ES	Unclassified basic VoIP seat without license	<p>The Contractor shall provide unclassified VoIP Services to include the operation, maintenance, break/fix labor of all hardware (HW) including disposal, and HW and software (SW) patching, required to provide the End User Hardware maintenance as a service, in accordance with Section 3.3.26 in the PWS.</p> <p>Basic Unclassified VOIP Seat service consists of:</p> <ol style="list-style-type: none"> 1. Voicemail – Single line - 20 min storage capacity

			<ol style="list-style-type: none"> 2. One TCP/IP Version 4 address 3. Single Line configuration 4. Direct Inward Dialing (DID) number assignment 5. Intra site calling via local IP network 6. Inter site calling via local PSTN Gateway 7. 911 Service via local PSTN Gateway 8. Off-Hook Dialing 9. Server registration <p>Requires:</p> <ol style="list-style-type: none"> 1. NMCI NIPRNet Wall Jack Service 2. Provisioned GFE IP Phone of the basic type.
0009AG	ES	Unclassified enhanced VoIP seat without license	<p>The Contractor shall provide unclassified VoIP Services to include the operation, maintenance, break/fix labor of all hardware (HW) including disposal, and HW and software (SW) patching, required to provide the End User Hardware maintenance as a service, in accordance with Section 3.3.26 in the PWS.</p> <p>Enhanced Unclassified VOIP service consists of:</p> <ol style="list-style-type: none"> 1. All features described in CLIN 9AF 2. Call forward: all, busy, no answer, voicemail 3. Call Hold/Resume 4. Call Transfer: Direct, Consultative, Blind, Complete transfer on hang up 5. Do not Disturb: do not ring, call reject, redirect to voicemail 6. Caller ID support – Limited to feature sets supported by telco providers in individual service areas 7. Server registration <p>Requires:</p> <ol style="list-style-type: none"> 1. NMCI NIPRNet Wall Jack Service 2. Provisioned GFE IP Phone of the enhanced type.
0009AH	ES	Unclassified VoIP additional line	<p>The contractor shall provide an additional phone line to CLIN 0009AG service in accordance with Section 3.3.26 in the PWS consisting of:</p> <ol style="list-style-type: none"> 1. Configuration/provisioning of Additional Line on VOIP phone 2. Direct Inward Dialing (DID) number assignment (noncontiguous) 3. Intra site calling via local IP network 4. Inter site calling via local gateway Interconnection 5. 911 Support via local gateway 6. Assumption: End-user customer works with their telco provider to provide the additional service <p>Requires:</p> <ol style="list-style-type: none"> 1. Provisioned GFE IP Phone of the enhanced type. 2. CLIN 0009AG service.

0009AJ	ES	Classified VoSIP additional line	<p>The contractor shall provide an additional phone line to CLIN x009AD service in accordance with Section 3.3.26 in the PWS consisting of:</p> <ol style="list-style-type: none"> 1. Configuration/provisioning of Additional Line on VoSIP phone <p>Requires:</p> <ol style="list-style-type: none"> 1. Provisioned GFE IP Phone of the enhanced type. 2. CLIN 0009AD service.
0009AK	ES	Unclassified VoIP phone move – intra-PSI	<p>The contractor shall relocate CLIN x009AE, x009AF, or x009AG VoIP services in accordance with Section 3.3.26 in the PWS.</p> <p>Requires:</p> <ol style="list-style-type: none"> 1. NGEN Wall Jack Service at new service location
0009AL	ES	Classified VoSIP phone move – intra-PSI	<p>The contractor shall relocate CLIN x009AD VoSIP services in accordance with Section 3.3.26 in the PWS.</p> <p>Requires:</p> <ol style="list-style-type: none"> 1. NGEN Wall Jack Service at new service location
0009AM	ES	Unclassified VoIP phone move – inter-PSI	<p>The contractor shall relocate CLIN x009AE, x009AF, or x009AG VoIP services in accordance with Section 3.3.26 in the PWS.</p> <p>Service consists of (at a minimum):</p> <ol style="list-style-type: none"> 1. Re-provision phone services at new location <p>Requires:</p> <ol style="list-style-type: none"> 1. NGEN Wall Jack Service at new service location
0009AN	ES	Classified VoSIP phone move – inter-PSI	<p>The contractor shall relocate CLIN x009AD VoSIP services in accordance with Section 3.3.26 in the PWS.</p> <p>Service consists of (at a minimum):</p> <ol style="list-style-type: none"> 1. Re-provision phone services at new location <p>Requires:</p> <ol style="list-style-type: none"> 1. NGEN Wall Jack Service at new service location
0009AO	ES	Unclassified import of existing phone number	<p>The contractor shall replace DID assigned to CLIN x009AE, x009AF, or x009AG service with legacy phone number in accordance with Section 3.3.26 in the PWS.</p> <p>Service consists of (at a minimum):</p> <ol style="list-style-type: none"> 1. Transfer DID from legacy Telco 2. Retire HP assigned DID 3. Provision phone service with legacy DID
0009AP	ES	Classified import of existing phone number	<p>Replace DID assigned to CLIN x009AD service with legacy DISA assigned phone number in accordance with Section 3.3.26 in the PWS.</p> <p>Service consists of (at a minimum):</p> <ol style="list-style-type: none"> 1. Transfer DID from DISA 2. Retire HP assigned DID 3. Provision phone service with legacy DID

0009AQ	ES	Bulk contiguous DID reassignment service – 100 numbers	Reorganize/Assign new phone numbers using contiguous block of Direct Inward Dialing (DID) numbers for 100 Users or less
0009AR	ES	Bulk contiguous DID reassignment service – 500 numbers	Reorganize/Assign new phone numbers using contiguous block of Direct Inward Dialing (DID) numbers for 500 Users or less
0009AS	ES	Bulk contiguous DID reassignment service – 1,000 numbers	Reorganize/Assign new phone numbers using contiguous block of Direct Inward Dialing (DID) numbers for 1,000 Users or less
0009AT	ES	Custom VoIP/VoSIP configuration service	<p>Priced via task order, Provides customized configuration to Call manager tailored to customer needs and preferences. Specific features include but are not limited to :</p> <ul style="list-style-type: none">• Music on Hold,• Hunt groups• Distinctive Ringing• Personalized Banner-Logo• Personalized IVR <p>Requires:</p> <ol style="list-style-type: none">1. Statement of Objectives submitted via RAPT

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 16
2. AMENDMENT/MODIFICATION NO. P00119	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE Incorporate Award Fee Plan Evaluation Criteria Option 3, Period 6 into Attachment 3: Award Fee Plan		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
			10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE IU305			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED-PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CDR Gregory R. Lask, SC, USN Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 15 Sep 2016
BY _____ (Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to incorporate the following change into the NGEN Contract N00039-13-D-0013:

1. Incorporate Award Fee Plan Evaluation Criteria for Option 3, Period 6: 1 October 2016 through 31 March 2017 into Attachment 3: Award Fee Plan.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.



**Contract # N00039-13-D-0013
ATTACHMENT 3
AWARD FEE PLAN**

DATE: 15 SEPT 2016

**Program Executive Office, Enterprise Information Systems
Program Manager, Naval Enterprise Networks
1325 10th Street, SE, Suite 301
Washington, DC 20374**

TABLE OF CONTENTS

I. INTRODUCTION.....	3
1.1 Basis for Award Fee.....	3
1.2 Determination of Award Fee.....	3
1.3 Award Fee Plan Change Procedure.....	3
2. ORGANIZATION AND RESPONSIBILITIES.....	4
2.1 Fee Determining Official.....	4
2.2 AFB Chairperson.....	4
2.3 AFB Members.....	5
2.4 AFB Recorder.....	5
2.5 Procuring Contracting Officer.....	5
3. AWARD FEE EVALUATION PROCESS.....	6
3.1 Award Fee Board Evaluation Process.....	6
3.2 Award Fee Board Findings.....	7
4. AVAILABLE AWARD FEES AND EVALUATION PERIODS.....	7
5. ADJECTIVAL RATING CRITERIA.....	8
6. EVALUATION FACTORS.....	8
6.1 Enterprise Network Performance and SLR Compliance.....	9
6.2 Project Timeliness, Quality and Execution.....	9
6.3 Program Management.....	11
6.4 Small Business Participation.....	13

1. INTRODUCTION

In addition to any profit to be paid under the provisions of the contract, the Contractor may earn an award fee up to an amount set forth in the contract. This document outlines the strategy, responsibilities, procedures, and criteria for determining award fee. The primary objective of the Award Fee Plan is to motivate and reward the Contractor to provide products and services that exceed customer expectations and threshold performance requirements.

1.1 Basis for Award Fee

The Government will ensure the Contractor is given the opportunity to understand the basis for the award amount. The award fee basis is a combination of subjective criteria and performance-based metrics. The allocated fee set forth shall not be increased except as a result of an increase in the scope of effort required under the contract. Since any portion of the award fee for each evaluation period must be earned, the Contractor begins each evaluation period with an initial earned amount of 0% of the available award fee. There is no rollover of any unearned fees. This means that any award fee unearned in any period shall not be added to the amount of award fee available in any subsequent period. The Contractor shall be paid the determined amount of the award fee upon submittal of a proper invoice¹. There is no invoicing of award fee prior to a final determination from the Fee Determining Official (FDO) and task order execution by the Procuring Contracting Officer (PCO). Performance evaluation will also serve to advise the Contractor of trends indicating strengths and/or weaknesses that might result in an increase or decrease of award fee earned during evaluation periods.

1.2 Determination of Award Fee

Award Fee determination ranges from 0 to 100% and will be based on the Government's assessment of the Contractor's attainment of the objective and subjective performance measures outlined in this plan. To be eligible to receive an award fee, the contractor must display performance that exceeds threshold performance. If the Contractor fails to exceed threshold performance, the Contractor will not earn an award fee. The Government shall assure fairness of evaluation as well as prompt and consistent feedback. The specific details of the overall performance assessment method are set forth herein. The Contractor will not be held responsible for failure to achieve performance for reasons directly attributable to the Government or a third party. Potential disagreements in this area are not subject to the dispute provision of this contract.

1.3 Award Fee Plan Change Procedure

The Award Fee Plan and award fee criteria may be modified to place emphasis on those areas the Government deems most critical. After the Award Fee Plan has been approved and prior to each award fee period, a review will be conducted by the Program Office and Procuring Contracting Officer (PCO) to ensure the objectives remain relevant and are written in such a way to incentivize above threshold performance. Unilateral changes to the Award Fee Plan evaluation factors and their weightings can be enacted if the PCO provides the contractor written notification fifteen (15) days or more in advance of the start of the targeted evaluation period. Bilateral changes via mutual agreement of the parties will occur when the Government desires a change to the Award Fee Plan and there are less than 15 days remaining before the start of the targeted evaluation period.

¹ Note: Award Fee is not subject to the termination clauses of this contract. In other words, costs associated with the Award Fee process are not reimbursable under this contract.

2. ORGANIZATION AND RESPONSIBILITIES

The Award Fee Board (AFB) provides an objective and subjective assessment of the Contractor's performance against established criteria. The Award Fee Board membership consists of the PMW 205 Program Manager, Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), the Lead Procuring Contract Officer (PCO), the Service Level Manager (SLM), and the Engineering, Logistics, and Cost Estimating Competency Leads. The Award Fee Board Chairperson and overall process are supported by an Award Fee Recorder. The role for each Award Fee Board member is provided in Table 1. The Fee Determining Official (FDO) makes the final determination regarding amount of award fee earned during the evaluation period and ensures the award fee process integrity is maintained.

Table 1. Award Fee Board

AFB Role	Equivalent PMW 205 or USMC Source
Fee Determining Official	Program Manager, PMW 205
Chairperson	APM, Contract Quality Assurance and Performance Management
Board Members	Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), the Lead Procuring Contract Officer (PCO), the Service Level Manager (SLM), and the Engineering, Logistics, and Cost Estimating Competency Leads
Award Fee Recorder	As Directed

2.1 Fee Determining Official (FDO)

The FDO is the NGEN Program Manager. The FDO shall make the final award fee determination based upon the performance evaluation recommendations presented by AFB. The evaluation criteria used by the AFB is described in detail in Section 6 of this document. The amount of the total fee to be paid to the Contractor and the methodology for determining the total fee are unilateral decisions made solely at the discretion of the Government (FAR 16.401(e)(2)). The FDO will:

- Approve the Award Fee Plan and any changes to the Award Fee Plan, award fee criteria, or methodology of determining award fee amounts.
- Convene the Award Fee Board.
- Review the recommendations of the AFB, consider all pertinent data, and determine the amount of award fee earned for each period.
- Notify the Contractor, in writing, of the amount of award fee earned during the period and provide a summary of the Contractor's strengths, areas for improvement, and future expectations.
- Authorize the Procuring Contracting Officer to make payment.

2.2 AFB Chairperson

The purpose of the AFB is to evaluate the Contractor's overall performance with particular focus on performance that meets and/or exceeds customer expectations and threshold performance. In addition to being a participatory member of the AFB, the Chairperson will:

- Collect all performance assessments from the Government Award Fee Board Members and develop a single, coherent Evaluation Report, to include the recommended award fee amount.
- Provide the Evaluation Report to the AFB members for review and comment.
- Schedule and Chair the AFB meeting.

- Provide the final AFB Evaluation Report to the FDO for approval.
- Prior to each award fee period, facilitate and document recommended changes to the Award Fee Plan and present the revised plan to the FDO for approval.

2.3 AFB Members

Award Fee Board members will:

- Be familiar with the contract requirements, this Award Fee Plan, and the NGEN QASP - especially the performance rating criteria for their assigned evaluation areas.
- Conduct assessments according to contract requirements and the Award Fee Plan, ensuring evaluations are fair and accurate.
- Understand the performance requirements and monitor Contractor performance levels necessary to achieve each level of performance as defined in the Award Fee Plan.
- When applicable, collect and include performance evaluation inputs from stakeholders and team members, to include recommended award fee percentages.
- Maintain written records of Contractor's performance and provide a performance report in assigned evaluation areas that details specific examples where:
 - (1) performance exceeds contract threshold requirements;
 - (2) performance exceeds customer expectations;
 - (3) performance improvement has occurred since the previous award period; and/or
 - (4) performance meets or is below contract threshold requirements, where improvements are necessary or desired.
- Document the collective findings via an evaluation report (MS Word) and an evaluation brief (PowerPoint).
- Participate in AFB meetings and briefings.
- Submit the evaluation report to the AFB Chairperson and Recorder as directed.
- Prepare the evaluation brief for eventual presentation to the FDO.
- At the appropriate time, document recommended changes to the Award Fee Plan.

2.4 Award Fee Recorder

The Award Fee Recorder will coordinate the administrative actions necessary to manage the AFB activities, including:

- Manage all activities associated with the AFB process, including scheduling and assisting with internal evaluation milestones.
- Notify AFB members of when and what required reports are due.
- Receive, process, and distribute evaluation reports from all required sources.
- Consolidate assessments and recommendations for presentation to the AFB for evaluation periods.
- Document and maintain AFB activities in official files.
- Maintain official AFB files and internal procedures and other documentation that have a bearing on the FDO's decision.
- Record and distribute minutes of the AFB meetings (a copy of which will be provided to the PCO for retention in the contracting organization's files).

2.5 Procuring Contracting Officer

The PCO is the liaison between Contractor and Government personnel on all issues. The PCO will:

- Act as the liaison between the Contractor and Government personnel.
- Notify the Contractor of the initial and final performance findings.

- Prepare FDO Award Fee determination letter along with a description of Contractor's performance, strengths, weaknesses, improvement areas, and expectations for future performance.
- Forward FDO decision with regard to the award fee determination.
- As directed by the FDO, execute modifications to the contract to incorporate changes to the Award Fee Plan.
- Maintain the contract file.

3. AWARD FEE EVALUATION PROCESS

The Contractor will be subject to a Firm Fixed Price/Award Fee (FPAF) process to incentivize Contractor's performance at or above acceptable service threshold performance and standards outlined in the NGEN Performance Work Statement (PWS). The Government shall provide specific performance areas in the Award Fee Plan to evaluate the Contractor's performance during each evaluation period with the specific intent of incentivizing performance that exceeds threshold requirements. Criteria may be modified each award fee period.

No later than 35 days after the award fee period concludes, the Government shall conduct an Award Fee Board to assess the Contractor's performance. Inputs such as the Contractor's Self-Assessment, Service Level Manager performance assessments and other supporting justification will be considered during the AFB.

3.1 Award Fee Board Evaluation Process

The Award Fee Board (AFB) evaluation process will proceed as follows:

- Prior to the end of the evaluation period the AFB Chairperson and Recorder will establish a schedule for each required evaluation process step and notify the AFB members of the upcoming Award Fee process requirements.
- AFB members will submit quarterly performance assessments for their respective areas of emphasis to the AFB Chairperson and Recorder. The content of each performance assessment shall explicitly address and document contractor performance/accomplishments at and/or above customer expectation and threshold performance².
- Within fifteen (15) business days after the end of an evaluation period, the Contractor shall furnish to the PCO a self-assessment for each performance area under review, including any information that may be reasonably required to assist the AFB in evaluating the Contractor's performance for the evaluation period. This self-assessment may not exceed 50 pages in length.
- The AFB evaluation may occur within fifteen (15) business days after due date for the Contractor's self-assessment. The AFB may consider additional reports, both oral and written. Performance assessment results and supporting rationale will be reviewed, integrated, and the AFB will arrive at consensus agreement on the performance rating.
- The AFB Recorder will document AFB discussions and deliberations in the meeting minutes. These minutes, with the briefings, will provide a record of the events leading to the FDO decision. The minutes and briefings comprise the official file to substantiate the award fee decision.

² Note: Assessment information that details Contractor performance/accomplishments that are below threshold performance shall be documented in the annual Contractor Performance Assessment and Reporting System (CPARS) process.

3.2 Award Fee Board Findings

Determinations by the FDO with respect to the amount of the total fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government (FAR 16.401 (e)(2)).

- Not more than thirty-five (35) business days after any evaluation period, the rating will be compiled by the AFB Chairperson who will then develop and forward the overall award fee recommendation to the FDO. The AFB's recommendation to the FDO will include supporting rationale, dissenting opinions, and any significant changes recommended to the Award Fee Plan.
- The FDO, via the PCO, will notify the Contractor in writing of the proposed award fee, and provide a summary evaluation of the Contractor's performance. The Contractor may provide a written response or acceptance to the PCO within seven (7) calendar days of proposed final determination letter. The FDO will consider these comments when establishing the award fee earned. The FDO will then provide the PCO a final performance evaluation and determination of the award fee earned for that period within seven (7) calendar days after receipt of the AFB's findings or the Contractor's written comments, whichever is later.
- Once the FDO provides final performance evaluation and determination of the award fee to the PCO, the FDO will authorize the PCO to award the determined fee. The PCO will issue a unilateral task order / contract modification for the payment of the award fee to Contractor within fifteen (15) days after receiving authorization from the FDO. The goal is to have the award fee payment to Contractor sixty (60) days from the end of the award fee period.

4. AVAILABLE AWARD FEES AND EVALUATION PERIODS

The available award fee for each evaluation period for this contract is set forth below in Table 2. The Contractor may earn a total award fee amount of up to \$92.02M during the period of performance of the contract through FY18 if all options are exercised.

Table 2. Award Fee Pool and Evaluation Periods

Contract Year	Award Fee Period	Term	Allocated Award Fee per Year (\$M)	Award Fee Percentage (%)
Base Year	1	Annual	(b)(4)	
Option Year One	2	Mid-Term		
	3	Annual		
Option Year Two	4	Mid-Term		
	5	Annual		
Option Year Three	6	Mid-Term		
	7	Annual		
Option Year Four	8	Mid-Term		
	9	Annual		
TOTAL AWARD FEE				

*Note: Option Year One Period 3 contained an additional (b)(4) security for a total allocation of (b)(4)

5. ADJECTIVAL RATING CRITERIA

The adjectival ratings associated with the respective award fee percentage and evaluation criteria are provided in Table 3.

Table 3. Adjectival Rating Descriptions

Adjectival Rating	% Award Fee Range	Description
Far Above Customer Expectations and Threshold Performance	91 -100%	The Contractor successfully achieved threshold performance. Additionally, in almost all cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Significantly Above Customer Expectations and Threshold Performance	76 - 90%	The Contractor successfully achieved threshold performance. Additionally, in most cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Above Customer Expectations and Threshold Performance	51 – 75%	The Contractor successfully achieved threshold performance. Additionally, in some cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
At Customer Expectations and Threshold Performance	≤50%	The Contractor in almost all cases successfully achieved threshold performance; Additionally, in a few cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Below Customer Expectations and Threshold Performance	0%	The Contractor in almost all cases did not successfully achieve threshold performance or meet customer expectations as defined in this Award Fee Plan.

6. EVALUATION FACTORS

The NGEN program evaluation criteria will be subject to those actions considered to be within the control of the Contractor. The criteria listed in Table 3 above shall be used to evaluate the Contractor performance for each factor listed below in Table 4.

Table 4. Percentage of Award Fee per Evaluation Factor

No.	Evaluation Factors	% Allocated from Award Fee Pool
1	Enterprise Network Performance and SLR Compliance	(b)(4)
2	Project Management	
3	Program Management	
4	Small Business Participation	

6.1 Enterprise Network Performance and SLR Compliance

The intent of the Enterprise Network Performance and Service Level Requirements (SLRs) Compliance factor is to incentivize the Contractor to maintain high standards of network performance with a focus toward meeting and exceeding SLRs and improving capabilities that impact the end user community. Fulfillment of factor requirements will increase the level of services delivered to end users and provide the Government improved visibility into Contractor performance tools and data. Although this factor primarily addresses network performance at the enterprise level, evaluations will consider performance and associated deviations at the regional or localized levels.

The Contractor will be evaluated on meeting the Service Level Requirements on the contract.

The Contractor will be evaluated on the ability to provide the Government the necessary level of access to tools and data to verify, validate, and audit the performance management processes and systems used to collect, store, and generate performance data. The intent is to provide the level of access and privileges necessary to tools and data to enable full scope analysis and verification of SLR data used to develop Contractor performance reports.

The Contractor will be evaluated on the maturity of the tools that monitor and manage near-real time performance of NMCI services (NIPR and SIPR). Specific focus will be on the Event management and monitoring tools at both the system/server and network component levels. Additional emphasis will be placed on the execution of the Event, Incident, Problem, Access and Change Management Processes in order to attain high levels of situational awareness and solid communications with Government counterparts.

The Contractor will be evaluated on the execution of IAVA and STIG compliance, CCRI performance, and compliance with Government Directed Actions (GDAs) and their corresponding POA&Ms.

Additional focus will be placed on the Contractor's ability to increase reliability and performance of probe software and hardware, reduce Service Desk ticketing errors for all end user facing tickets across the enterprise, improve performance of services across SIPR, provide innovative recommendations to mitigate SLR challenges and improve overall end user and network service performance.

6.2 Project Timeliness, Quality and Execution

The intent of this factor is to incentivize increased responsiveness to new and emerging IT service needs. During this award fee period, the Project Management factor and associated criteria will focus on the initial phase of a project lifecycle – addressing timely delivery of high quality proposals. This factor will continue to be expanded upon in future award fee plans to address additional project lifecycle areas that enable streamlined deployment of capabilities and services.

This factor applies to IT service requests that require submission of a SOO and delivery of a proposal.

6.2.1 Proposal Timeliness

The intent of these criteria is to incentivize implementation of processes that will enable accurate projections of when proposals will be delivered to the Government. Fulfilment of this objective will provide predictable workflows allowing the Government to more effectively plan and allocate resources and manage customer expectations.

6.2.1.1 CLIN 5000 and CLIN 62 (non-standard). The following criteria apply to CLIN 5000 and CLIN 62 (non-standard) projects:

- Within 5 business days of formal receipt of a final Statement of Objectives (SOO), the Contractor shall provide the Government an estimated date for proposal delivery.
- During the initial SOO/proposal delivery assessment, the Contractor shall identify any SOO quality issues that would preclude the ability to provide an estimated proposal delivery date. Additionally, proposal delivery shall take into account any need-by dates identified within the SOO.
- Proposal timeliness award fee determination will be based on the Contractor's ability to meet or exceed the estimated proposal delivery date.

6.2.1.2 6AG and CLIN 62. The following criteria apply to 6AG and CLIN 62 (standard / orderable) projects:

- Development and adherence to a project lifecycle model that enables proposal delivery schedules to be estimated based upon a project's complexity.
- Management of 6AG workflows to minimize overdue projects and backlog of workload.
 - Average of less than 15 business days from SOO receipt to proposal delivery.
 - No greater than 30 days from SOO receipt to proposal delivery.

6.2.2 Proposal Quality

The intent of this criterion is to incentivize delivery of high quality proposals which will enable the Government to rapidly award task orders with minimal clarification or corrections required.

The following are examples of proposal quality attributes to address:

- Proposal contains adequate justification for labor categories and associated levels of effort.
- Proposal contains adequate justification for use of non-J8 labor categories and utilizes appropriate ODC's.
- Proposal provides sufficient insight to the rationale for selection of hardware components and associated software applications and an understanding of the quantities required.

The Government will assess each non 6AG proposal for quality attributes (subjective assessment of quality and completeness of technical and pricing data) and provide a brief summary of the assessment results within 5 working days of task order award.

The award fee will be based upon the cumulative results of the Government's proposal assessments conducted during the award fee period.

6.2.3 Project Integration and Execution

The intent of this criterion is to incentivize continual process improvements that result in measurable reductions to the time required to fulfill an executed / purchased order. This applies to 6AG and CLIN 5000 projects. The Government will assess the Contractor's ability to deliver projects in accordance with the established baseline. The Government will evaluate the Contractor's ability to manage an integrated project portfolio. Fulfillment of this objective will enable early identification of inter-project dependencies and development of mitigation strategies to reduce dependency risks.

6.2.4 Technical Refresh and Modernization Planning (TRMP).

The intent of this criterion is to incentivize the Contractor to implement proactive tech refresh planning processes to ensure enterprise components are replaced prior to expiration, or as required to meet modernization objectives. The assessment will address adherence to the TRMP documented process and how well this process supports planning and execution needs. This assessment applies to all TRMP efforts. Particular emphasis will be placed on the Contractor's ability to meet PWS requirements to install within 180 days of equipment delivery.

6.2.5 Engineering Design and Support Services.

The Government will evaluate the Contractor on the effectiveness of engineering and technical support for services, systems, and infrastructure to include the quality of engineering products (e.g. DSEM Technical Packages, Requests for Change, Baselines) and efficiency in process support for areas such as change and configuration management. The Contractor's ability to fully implement and integrate its Systems Engineering process (Defense Systems Engineering Method) will also be evaluated, to include preparing for DSEM Technical Reviews (DTRs).

6.2.6 Certification & Accreditation (C&A).

The Government will evaluate the Contractor on its ability to complete C&A packages that achieve accreditation on the first attempt. Accreditation received through Interim Authority to Operate (IATO) shall be counted as a successful accreditation, provided an Authority to Operate (ATO) is achieved within the required timeframes. The accreditation percentage measurement equals the total number of successful accreditations on first attempt divided by the total number of adjudicated packages.

6.3 Program Management

The intent of the USN Program Management factor is to incentivize the Contractor to seek efficiencies and increased effectiveness through the innovative and well-managed employment of people, processes and tools in order to enable continual IT services delivery improvements. Both USN and USMC will be included in the evaluation. In particular, the ability to meet USMC staffing levels will be considered as part of this factor's evaluation.

The Government will evaluate the Contractor's ability and timeliness in responding to contract requested changes and/or issue resolution. The assessment will also consider the Contractor's initiative in response to unplanned projects or changes to priorities.

The Government shall evaluate the Contractor's ability to identify and track risks and issues. This includes the Contractor's ability to develop mitigation strategies to overcome identified risks and manage known issues.

6.3.1 Tools Implementation.

The Government will evaluate the Contractor's implementation and utilization of tools as well as the Contractor's ability to provide Government access to tools.

6.3.2 Software Asset Management.

The Government will evaluate the contractor's ability to identify, track, report, and manage all NGEN software assets. The Contractor shall identify and manage changes to license requirements for the network and address inventory sufficiency through established processes. Particular emphasis will be placed on Contractor responsiveness to remedy identified excess "in-use" quantities (license shortfalls) in a timely fashion.

6.3.3 Hardware Asset Management.

The Government will evaluate the Contractor's implementation and utilization of their asset management system, specifically looking to assess Asset Management data quality. The Government will assess the precision for random samples not to exceed 3000 asset records and evaluate the following fields: serial number, asset tag, IUID, site, building, floor, room, row, rack, and status.

6.3.4 Configuration Management.

The Government will evaluate the Contractor's implementation, accuracy and utilization of their Configuration Management System (CMS). The Government will conduct spot check verification audits to confirm data in submitted reports and use the results to inform assessment of performance. The Government will also evaluate the Contractor's delivery and Government acceptance of the technical baselines, due to their criticality as the foundation of the CMS, and the Contractor's ability to identify, track, and report all NGEN-managed assets and Configuration Items (CIs) (including those that support infrastructure) through the Contractor-provided Configuration Management Data Base (CMDB) at the hardware, software, and system levels.

6.3.5 Contract Data Requirements Lists (CDRLs).

The Government will evaluate CDRLs prepared and delivered/published by the Contractor based on timeliness of submission, content, quality, and similar attributes for any resubmission of reworked CDRLs. Deliverables will be evaluated on the basis of content which is complete, clear, concise, technically accurate, and easily understood.

6.3.6 Governance.

The Government will evaluate the Contractor's ability to leverage all NGEN governance boards and forums, to include Program Management Review, Security/Technical Enterprise Action Group, Risk Management Board, Enterprise Configuration Control Board, Training Requirements Review Board, Service and Process Owners Council, Incident Management Working Group, and Problem Management Working Group to identify, understand, clarify, communicate and resolve service management and delivery issues.

6.3.7 Security.

The Government will evaluate the Contractor's performance referenced to PWS security requirements based on the ability to demonstrate, via auditable records, compliance with Contract security requirements.

6.3.7.1 Common Access Card (CAC) Issuance, Tracking and Retrieval.

The Government will evaluate the adequacy of the Contractor's CAC procedures for Prime and Subcontractor employees. Timeliness, accuracy of requests and record keeping will be reviewed to verify that the Contractor facilitates and tracks the return of the CAC to the Government, to include ensuring personal data for all Prime and Subcontractor employees is accurately maintained from CAC issuance to return.

6.3.7.2 Joint Personnel Adjudication System (JPAS) Records Review.

The Government will evaluate the Prime Contractor's use of JPAS to update and maintain employee records as required to ensure continued eligibility and to document individual adverse information if required.

6.3.7.3 Issuance and tracking of DD Form 254s for all Tiers of Subcontractors.

The Government will evaluate the Contractor's procedures and documentation to verify the FSO properly issues and tracks DD Form 254s for all subcontractors (all Tiers) and provides copies to the Government and the quality and timeliness of communication around all issues related to DD254 execution.

6.3.7.4 Sensitive Position Eligibility.

The Government will evaluate the Contractor's procedures and documentation to verify that the Contractor adheres to written procedures for security clearance eligibility and IT Level assignment.

6.3.7.5 Contract Security Oversight and Incident Response.

The Government will evaluate the Contractor's timely and accurate responses to Government requests for information related to contract security oversight. The Government will evaluate the Contractor's response to security incidents or security related issues discovered by the Contractor or the Government. The Contractor will be evaluated on its effectiveness in preventing and mitigating significant security incidents.

6.4 Small Business Participation.

The Contractor's performance in this factor will be evaluated based on achievement of the small business participation goals. To encourage continued small and small disadvantaged business participation at a level higher than the minimum NGEN Subcontracting Goals, the extent to which the Contractor has exceeded the subcontracting participation requirements will be assessed. Credit for subcontracting goals will include Tier one, Tier two, and Tier three, as outlined in Table 5.

Table 5. Criteria for Small Business Utilization

Adjectival Rating	Definition	Justification Examples
Far Above Customer Expectations and Threshold Performance	Exceeded at least six goals and met all of the negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	No significant issues identified. The contractor identified multiple significant efforts and demonstrated how they were a benefit to small business utilization. Small businesses are given meaningful work directly related to program projects. Use of small businesses to promote innovative network solutions is clearly demonstrated.
Significantly Above Customer Expectations and Threshold Performance	Exceeded at least five goals and met all of the negotiated subcontracting goals for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	No significant issues identified. The contractor identified multiple significant efforts and demonstrated how they were a benefit to small business utilization. Small businesses are given meaningful work directly related to program projects. Use of small businesses to promote innovative network solutions is clearly demonstrated.
Above Customer Expectations and Threshold Performance	Exceeded at least four goals and met all of the negotiated subcontracting goals and demonstrated a good faith effort to exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	Minor issues identified only, and corrective actions were demonstrated in a timely manner.
At Customer Expectations and Threshold Performance	Met all of the negotiated subcontracting goals. Demonstrated a good faith effort to meet or exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	Minor issues identified only, and corrective actions were demonstrated in a timely manner. A rating of lower than Satisfactory will not be given solely for not performing beyond the requirements of the contract.

End of Document

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00120		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Site Survey CLINs 3006AS and 3006AT to Section B.			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN FOR REMAINDER OF MODIFICATION-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 9/15/16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature or person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add Site Survey CLIN 3006AS and Site Survey Travel CLIN 3006AT to Section B.

1. In TXS Section B, add Site Survey CLIN 3006AS and Site Survey Travel CLIN 3006AT:

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3006AS	Site Survey CLIN	-	Monthly	(b)(4)	-
3006AT	Site Survey Travel for 6AS (Block of 25 Trips)	-	Each	(b)(4)	

2. Except as provided herein, all other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

2. AMENDMENT/MODIFICATION NO. P00121	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add Certification & Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software Items (CLIN x024)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
		X	10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mary Ellen Jacobi, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kim Reavis, Contracting Officer
15B. CONTRACTOR OFFEROR (b)(6)	15C. DATE SIGNED 9-22-16
16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add new Certification and Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software items, CLIN 0024, to sections B and C (Option Year 2 through Option Year 4).

1. In Section B make the flowing additions:

SECTION B-Supplies or Services and Prices / Costs

Section B - Option Year Two						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
2024	ES	Certification and Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software items				
2024AA	ES	Cyber Security Review (CSR) for COTS Hardware	-	Each		-
2024AB	ES	Limited update of a Hardware DIACAP package	-	Each		-
2024AC	ES	Complete update of a Hardware DIACAP package	-	Each		-
2024AD	ES	Cyber Security Review (CSR) for COTS Software	-	Each		-
2024AE	ES	Limited update of a Software DIACAP package	-	Each		-
2024AF	ES	Complete update of a Software DIACAP package	-	Each		-
2024AG	ES	Cyber Security Review (CSR) for Annual Review/Reauthorization of COTS Hardware or Software DIACAP package	-	Each		-
2024AH	ES	Reauthorization of DIACAP package	-	Each		-
2024AJ	ES	Cyber Security Review (CSR) for Decommission of COTS Hardware or Software	-	Each		-
2024AK	ES	Decommission COTS Hardware or Software	-	Each		-
2024AL	ES	Execute Assured Compliance Assessment System (ACAS) Scan	-	Each		-
2024AM	ES	Execute Security Technical Implementation Guideline (STIG) Check	-	Each		-

Section B - Option Year Three						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3024	ES	Certification and Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software items				
3024AA	ES	Cyber Security Review (CSR) for COTS Hardware	-	Each		-
3024AB	ES	Limited update of a Hardware DIACAP package	-	Each		-
3024AC	ES	Complete update of a Hardware DIACAP package	-	Each		-
3024AD	ES	Cyber Security Review (CSR) for COTS Software	-	Each		-
3024AE	ES	Limited update of a Software DIACAP package	-	Each		-
3024AF	ES	Complete update of a Software DIACAP package	-	Each		-
3024AG	ES	Cyber Security Review (CSR) for Annual Review/Reauthorization of COTS Hardware or Software DIACAP package	-	Each		-
3024AH	ES	Reauthorization of DIACAP package	-	Each		-
3024AJ	ES	Cyber Security Review (CSR) for Decommission of COTS Hardware or Software	-	Each		-
3024AK	ES	Decommission COTS Hardware or Software	-	Each		-
3024AL	ES	Execute Assured Compliance Assessment System (ACAS) Scan	-	Each		-
3024AM	ES	Execute Security Technical Implementation Guideline (STIG) Check	-	Each		-

Section B - Option Year Four						
CLIN	ES/ES	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
4024	ES	Certification and Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software items				

4024AA	ES	Cyber Security Review (CSR) for COTS Hardware	-	Each	-
4024AB	ES	Limited update of a Hardware DIACAP package	-	Each	-
4024AC	ES	Complete update of a Hardware DIACAP package	-	Each	-
4024AD	ES	Cyber Security Review (CSR) for COTS Software	-	Each	-
4024AE	ES	Limited update of a Software DIACAP package	-	Each	-
4024AF	ES	Complete update of a Software DIACAP package	-	Each	-
4024AG	ES	Cyber Security Review (CSR) for Annual Review/Reauthorization of COTS Hardware or Software DIACAP package	-	Each	-
4024AH	ES	Reauthorization of DIACAP package	-	Each	-
4024AI	ES	Cyber Security Review (CSR) for Decommission of COTS Hardware or Software	-	Each	-
4024AK	ES	Decommission COTS Hardware or Software	-	Each	-
4024AL	ES	Execute Assured Compliance Assessment System (ACAS) Scan	-	Each	-
4024AM	ES	Execute Security Technical Implementation Guideline (STIG) Check	-	Each	-

2. In Section C make the flowing additions:

Section C			
CLIN	ES/ES	Supplies/Services	Description
0024	ES	Certification and Accreditation Services for Commercial Off the Shelf (COTS) Hardware and Software items	For Government requested COTS Hardware and Software items, which require a Certification and Accreditation review before they can be added to the COTS catalog (CLIN x0023), the Contractor shall perform certification and accreditation services in accordance with DODI 8410.01 as required by the Navy Authorizing Official (NAO) as specified in OPNAVINST 5239.1.
0024AA	ES	Cyber Security Review (CSR) for COTS Hardware	The Contractor shall prepare and present a design brief to ensure packages identified by the Contractor are in line with Government expectations. For Hardware items only. CLIN x0049, Hardware Certification, is required prior to ordering this CLIN.

0024AB	ES	Limited update of a Hardware DIACAP package	The Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by CSR. Perform Certification Test and Evaluation (CT&E) as required by CSR. A limited update of a DIACAP package corresponds to an update of the package with IA scans or document updates only. For Hardware items only.
0024AC	ES	Complete update of a Hardware DIACAP package	The Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by CSR. Perform Certification Test and Evaluation (CT&E) as required by CSR. A complete update is an update with IA scans and STIG testing, or other, more thorough, testing, as defined during CSR. For Hardware items only.
0024AD	ES	Cyber Security Review (CSR) for COTS Software	The Contractor shall prepare and present a design brief to ensure packages identified by the Contractor are in line with Government expectations. For Software items only. CLIN x0047, Software Certification and Distribution, is required prior to ordering this CLIN.
0024AE	ES	Limited update of a Software DIACAP package	The Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by CSR. Perform Certification Test and Evaluation (CT&E) as required by CSR. A limited update of a DIACAP package corresponds to an update of the package with IA scans or document updates only. For Software items only.
0024AF	ES	Complete update of a Software DIACAP package	The Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by CSR. Perform Certification Test and Evaluation (CT&E) as required by CSR. A complete update is an update with IA scans and STIG testing, or other, more thorough, testing, as defined during CSR. For Software items only.
0024AG	ES	Cyber Security Review (CSR) for Annual Review/Reauthorization of COTS Hardware or Software DIACAP package	The Contractor shall prepare and present a testing update brief for CSR.
0024AH	ES	Reauthorization of DIACAP package	The Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by CSR. Perform Certification Test and Evaluation (CT&E) as required by CSR. Order appropriate number of CLINs 0024AL and 0024AM as directed by CSR.
0024AJ	ES	Cyber Security Review (CSR) for Decommission of COTS Hardware or Software	The Contractor shall prepare and present a decommissioning brief for CSR.
0024AK	ES	Decommission COTS Hardware or Software	Contractor shall prepare, submit, and revise, as required, CDRL A023, DoD Information Assurance Certification and Accreditation Process (DIACAP) Package, as directed by

			CSR to update accreditation package of the COTS Hardware or Software being decommissioned
0024AL	ES	Execute Assured Compliance Assessment System (ACAS) Scan	The Contractor shall perform a single ACAS scan per COTS item, as directed by CSR. Includes proper placement in the DIACAP package and all necessary package documentation. Must be ordered in conjunction with CLIN 0024AH.
0024AM	ES	Execute Security Technical Implementation Guideline (STIG) Check	The Contractor shall execute a single STIG check per COTS item, as directed by CSR. Includes proper placement in the DIACAP package and all necessary package documentation. Must be ordered in conjunction with CLIN 0024AH.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 8		
2. AMENDMENT/MODIFICATION NO. P00122		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Add Deployable Site Transport Boundary (DSTB) Services (CLIN x076)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE				X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
						10B. DATED (SEE ITEM 11) 27 June 2013	
FACILITY CODE IU305							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Stevens, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 9/22/2016	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to add “DSTB Services (CLIN x076)” to sections B and C (Option Year 2 through Option Year 4). Refer to RAPT request PMNMCI-9999-2015-NG0759 for related CLIN 5000 services that may be purchased with the services outlined herein. All terms and conditions outlined in this contract modification, and currently existing, replace in their entirety those pertaining to CLINs 5, 5a, 5b, 6, 6a, 6b, 6c, 6d, 7, 7a, 8, and 8a within the final RAPT NG0759 proposal documents (Statement of Work (SOW) and Pricing (PRI)).

1. In Section B, add CLINs as follows:

2076AR	Deployable Site Transport Boundary (DSTB) “CORE” Classified Seat Connectivity Uplift (Per CORE DSTB Device)	TXS	Each	(b)(4)	-
3076AR	Deployable Site Transport Boundary (DSTB) “CORE” Classified Seat Connectivity Uplift (Per CORE DSTB Device)	TXS	Each	(b)(4)	-
4076AR	Deployable Site Transport Boundary (DSTB) “CORE” Classified Seat Connectivity Uplift (Per CORE DSTB Device)	TXS	Each	(b)(4)	-
4076AS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) - Verizon Carrier Service	TXS	Each	(b)(4)	-
4076AT	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – AT&T Carrier Service	TXS	Each	(b)(4)	-
4076AU	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – Sprint Carrier Service	TXS	Each	(b)(4)	-

4076AV	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – T-Mobile/US Cellular Carrier Service	TXS	Each	(b)(4)	-
4076AW	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) - Verizon Carrier Hardware Only	TXS	Each	(b)(4)	-
4076AX	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – AT&T Carrier Hardware Only	TXS	Each	(b)(4)	-
4076AY	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – Sprint Carrier Hardware Only	TXS	Each	(b)(4)	-
4076AZ	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – T-Mobile/US Cellular Carrier Hardware Only	TXS	Each	(b)(4)	-

*These services (3G/4G/WiFi WAN Connectivity Uplift) shall only be made orderable once the associated solution is fully certified/accredited for use on NMCI

3076BA	Deployable Site Transport Boundary (DSTB) Direct IP Printing Capability (Per CORE or Per FAK)	TXS	Each	(b)(4)	-
4076BA	Deployable Site Transport Boundary (DSTB) Direct IP Printing Capability (Per CORE or Per FAK)	TXS	Each	(b)(4)	-

*These services (Direct IP Printing Capability) shall only be made orderable once the associated solution is fully certified/accredited for use on NMCI

4076BB	Deployable Site Transport Boundary (DSTB) Digital Signal 3 (DS3) Connectivity Capability (Per CORE)	TXS	Each	(b)(4)	-
4076BC	Deployable Site Transport Boundary (DSTB) Digital Signal 3 (DS3) Connectivity Capability (Per CORE) – Hardware Only	TXS	Each	(b)(4)	-

*These services (DS3 Connectivity Capability) shall only be made orderable once the associated solution is fully certified/accredited for use on NMCI

2. In Section C, add the CLIN descriptions as follows (Option Year 2 through Option Year 4):

0076AR	TXS	Deployable Site Transport Boundary (DSTB) "CORE" Classified Seat Connectivity Uplift (Per CORE DSTB Device)	<p>The Contractor shall provide configuration and support for classified seat connectivity using GFP Type 1 hardware. This service permits connectivity with classified enclaves and transport Type 1 encrypted data between the NGEN classified network domain and the remotely deployed DSTB - hosted classified enclave. The CORE Classified Seat Connectivity Uplift leverages the cPSAS offering which includes support for Encryption devices.</p> <p>The Contractor support shall include the following services: Creation of an updated design and configuration bundle, installation of the bundle, provide SSO guide to the Government to configure the encryption device, and NMCI Service Desk and Field Services support to troubleshoot any cPSAS, Encryption device issues.</p> <p>This CLIN is required for each CORE DSTB device that will have classified seats connected to it in accordance with Section 3.3.5.4 in the PWS excluding (3.3.5.4.d).</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>
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0076AS	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) - Verizon Carrier Service	<p>Utilizing a Verizon carrier service hardware device, and on a per DSTB CORE and FAK basis, provide integrated 3G/4G/WiFi WAN connectivity services. This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), and conducts ticket maintenance and journaling activities in order to provide the required WAN connectivity service.</p> <p>This service includes the necessary Verizon Cradlepoint hardware to provide these services.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>
0076AT	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – AT&T Carrier Service	<p>Utilizing a AT&T carrier service hardware device, and on a per DSTB CORE and FAK basis, provide integrated 3G/4G/WiFi WAN connectivity services. This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), and conducts ticket maintenance and journaling activities in order to provide the required WAN connectivity service.</p> <p>This service includes the necessary AT&T Cradlepoint hardware to provide these services.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>

0076AU	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – Sprint Carrier Service	<p>Utilizing a Sprint carrier service hardware device, and on a per DSTB CORE and FAK basis, provide integrated 3G/4G/WiFi WAN connectivity services. This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), and conducts ticket maintenance and journaling activities in order to provide the required WAN connectivity service.</p> <p>This service includes the necessary Sprint Cradlepoint hardware to provide these services.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>
0076AV	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – T-Mobile/US Cellular Carrier Service	<p>Utilizing a T-Mobile/US Cellular carrier service hardware device, and on a per DSTB CORE and FAK basis, provide integrated 3G/4G/WiFi WAN connectivity services. This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), and conducts ticket maintenance and journaling activities in order to provide the required WAN connectivity service.</p> <p>This service includes the necessary T-Mobile/US Cellular Cradlepoint hardware to provide these services.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>
0076AW	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) - Verizon Carrier Hardware Only	<p>This service includes the Verizon hardware replacement part only that was originally obtained through CLIN x076AS. Installation services shall be covered under CLIN x080_0004.</p>

0076AX	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – AT&T Carrier Hardware Only	This service includes the AT&T hardware replacement part only that was originally obtained through CLIN x076AT. Installation services shall be covered under CLIN x080_0004.
0076AY	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – Sprint Carrier Hardware Only	This service includes the Sprint hardware replacement part only that was originally obtained through CLIN x076AU. Installation services shall be covered under CLIN x080_0004.
0076AZ	TXS	Deployable Site Transport Boundary (DSTB) 3G/4G/WiFi WAN Connectivity Uplift (Per CORE or Per FAK) – T-Mobile/US Cellular Carrier Hardware Only	This service includes the T-Mobile/US Cellular hardware replacement part only that was originally obtained through CLIN x076AV. Installation services shall be covered under CLIN x080_0004.
0076BA	TXS	Deployable Site Transport Boundary (DSTB) Direct IP Printing Capability (Per CORE or Per FAK)	<p>This service provides local network DSTB printing capabilities that require no print server.</p> <p>This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), conduct ticket maintenance and journaling activities for the required effort, and supports updating existing DSTB CORE and FAK to support direct IP printing.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>

0076BB	TXS	Deployable Site Transport Boundary (DSTB) Digital Signal 3 (DS3) Connectivity Capability (Per CORE)	<p>Utilizing a T3/E3 capability hardware device, and on a per DSTB CORE basis, provide integrated DS3 connectivity services. This service includes the creation of configuration bundles that are based on approved documentation, applies the required configurations in the requested customer DSTB (CORE or FAK), and conducts ticket maintenance and journaling activities in order to provide the required WAN connectivity service.</p> <p>This service includes the necessary T3/E3 capability hardware device hardware to provide these services.</p> <p>This service is restricted to the Contractor's manned locations. Support outside of the manned locations may require the Government to order additional "uplift" services to cover field associated travel costs.</p>
0076BC	TXS	Deployable Site Transport Boundary (DSTB) Digital Signal 3 (DS3) Connectivity Capability (Per CORE) – Hardware Only	<p>This service includes the necessary T3/E3 capability hardware device only. Installation services shall be covered under CLIN x080_0004.</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. P00123		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE N00039		7. ADMINISTERED BY (If other than Item 6) CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Add Additional Wall Plug Services (CLINs x006AV through x006BH – Option Year 3 and 4)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) BY _____	15C. DATE SIGNED 10/26/16	16B. UNITED STATES OF AMERICA (b)(6) BY _____ <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED

The purpose of this modification is to add "Additional Wall Plug Services (CLIN 0006)" pricing to section B (Option Year 3 and 4). The associated section C CLIN service descriptions were previously established under contract modification P00090 and shall apply to each respective CLIN (Option Year 3 and 4) listed herein.

1. In Section B, add CLINs as follows:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3006AV	TXS	Copper Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
3006AW	TXS	Fiber Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
3006AX	TXS	Copper Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
3006AY	TXS	Fiber Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
3006AZ	TXS	Copper Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BA	TXS	Fiber Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BB	TXS	Copper ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BC	TXS	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BD	TXS	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BE	TXS	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	1	EA	(b)(4)	-
3006BF	TXS	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	1	EA	(b)(4)	-

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
4006AV	TXS	Copper Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
4006AW	TXS	Fiber Test/Re-Label Services - 1 Wall Plug	1	EA	(b)(4)	-
4006AX	TXS	Copper Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
4006AY	TXS	Fiber Test, Label and Repair Services - 1 Wall Plug	1	EA	(b)(4)	-
4006AZ	TXS	Copper Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BA	TXS	Fiber Move, Re-terminate, Test and Label Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BB	TXS	Copper ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BC	TXS	Fiber ISP Removal (cabling only) Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BD	TXS	Copper/Fiber ISP Uninstall (coiled up for re-use) Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BE	TXS	Copper/Fiber ISP Toning/Identifying Existing Cables Services - Dual Wall Plug	1	EA	(b)(4)	-
4006BF	TXS	Copper/Fiber ISP Modular Furniture Uplift Services - Dual Wall Plug	1	EA	(b)(4)	-

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 5
2. AMENDMENT/MODIFICATION NO. P00124		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		7. ADMINISTERED BY (If other than Item 6) CODE Modify Award 103: Security Configuration and Management Performance Language in Attachment 13, NGEN Service Level Requirements (SLR) Metrics with the title Vulnerability Management in the Existing NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) – BILATERAL MODIFICATIONS (29 May 2014)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. (b)(6) BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/16	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify the following verbiage in Attachment 13: Next Generation Enterprise Network (NGEN) Service Level Requirement (SLR) in the existing NGEN Contract N00039-13-D-0013:

1. Modify the SLR language in '**Award 103**' with the title, '**Vulnerability Management (for ES Contractor)**' in Attachment 13 – NGEN SLR Metrics, the '**Criteria**' section on page 2. The '**Criteria**' language should be changed as described below:

FROM: (Original)

Criteria: Measures the percentage of IAVA or IAVB compliance for all systems on the network. All systems will receive the appropriate vulnerability patches upon connection to the network. For implementations that require hardware changes, schedule compliance will be assessed against a Government approved Contractor provided POA&M.

TO: (Revised)

Criteria: Measures the percentage of IAVA and IAVB compliance for all systems on the network. All systems will receive the appropriate vulnerability patches upon connection to the network. For implementations that require hardware changes, schedule compliance will be assessed against a Government-provided GDA and Government-approved Contractor-provided POA&M.

2. Modify the SLR language in '**Award 103**' with the title, '**Vulnerability Management (for ES Contractor)**' in Attachment 13 – NGEN SLR Metrics, the '**How Measured**' section on page 2. The '**How Measured**' language should be changed as described below:

FROM: (Original)

How measured: Automated tool reporting of systems on the network. Time of measurement starts with issuance of the GDA. GDA issuance occurs after evaluation by the Navy's technical authority.

IAVM compliance % = The number of systems that have the most current configuration and definition files / total online systems. IAVM report shall include the IAVM compliance % and the calculations used to obtain the IAVM compliance %.

TO: (Revised)

How measured: Automated tool reporting of systems on the network. Time of measurement starts with issuance of the GDA. GDA issuance occurs after evaluation by the Navy's technical authority.

IAVA Compliance Percentage = Number of IAVAs completed within GDA timelines and completion date during the month / Total number of IAVAs scheduled to be completed during the month

POA&M Compliance for IAVA Percentage = Number of IAVA POA&Ms completed within POA&M timelines and completion date / Total number of IAVA POA&Ms scheduled to be completed during the month. If no POA&M is required, this measure is not assessed.

IAVB Compliance Percentage = Number of IAVBs completed within GDA timelines and completion date during the month / Total number of IAVBs scheduled to be completed during the month

POA&M Compliance for IAVB Percentage = Number of IAVB POA&Ms completed within POA&M timelines and completion date / Total number of IAVB POA&Ms scheduled to be completed during the month. If no POA&M is required, this measure is not assessed.

IAVM report shall include the rolled up IAVM compliance % across all IAVMs and the specific scan results for each individual IAVM claimed to be completed during the month.

3. Modify the SLR language in '**Award 103**' with the title, '**Vulnerability Management (for ES Contractor)**' in Attachment 13 – NGEN SLR Metrics, the '**Threshold**' section on page 2. The '**Threshold**' language should be changed as described below:

FROM: (Original)

Threshold:

Initial Acknowledgement for all IAVA and IAVB is less than 2 hours > 95% of the time. Status report for all IAVA and IAVB to be reported at least once in a 24 hour period until resolved.

IAVA: 90% software implementation within 5 days of directive issuance

IAVB: 90% software implementation within 10 days of directive issuance

TO: (Revised)

Threshold:

Initial Acknowledgement for all IAVA and IAVB is less than 2 hours > 95% of the time. Status report for all IAVA and IAVB to be reported at least once in a 24 hour period until resolved.

IAVA Compliance: >= 90% within IAVA Software Implementation Time

POA&M Compliance for IAVA: = 100% within IAVA POA&M timelines and completion date.
Minimum 90% of available endpoints patched.

IAVB Compliance: >= 90% within IAVB Software Implementation Time

POA&M Compliance for IAVB: = 100% within IAVB POA&M timelines and completion date.
Minimum 90% of available endpoints patched.

4. Modify the SLR language in '**Award 103**' with the title, '**Vulnerability Management (for ES Contractor)**' in Attachment 13 – NGEN SLR Metrics, the '**Objective**' section on page 2.
The '**Objective**' language should be changed as described below:

FROM: (Original)

Objective:

IAVA: 100% software implementation within 3 days of directive issuance

IAVB: 100% software implementation within 5 days of directive issuance

TO: (Revised)

Objective:

IAVA Compliance: = 100% within IAVA Software Implementation Time

POA&M Compliance for IAVA: = 100% within IAVA POA&M timelines and completion date

IAVB Compliance: = 100% within IAVB Software Implementation Time

POA&M Compliance for IAVB: = 100% within IAVB POA&M timelines and completion date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00125		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Modify 'Report 500: Order to Delivery Responsiveness' in Attachment 13, NGEN Service Level Requirements (SLR) Metrics with the title '8. Site Survey' in the Existing NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
CODE			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
FACILITY CODE IU305				10B. DATED (SEE ITEM 11) 27 June 2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) – BILATERAL MODIFICATIONS (29 May 2014)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, HPES Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 12/7/16	16B. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify the following verbiage in Attachment 13: Next Generation Enterprise Network (NGEN) Service Level Requirement (SLR) in the existing NGEN Contract N00039-13-D-0013:

Modify the SLR Language in '**Report 500**' with the service header, '**Order to Delivery Responsiveness**' and title, '**8. Site Survey**' in Attachment 13, NGEN SLR Metrics. The language should be changed as described below:

FROM: (Original)

8. Site Survey

On receipt of the service request the site survey is performed, completed (includes total cost and estimated delivery date) within:

For Simple and Moderate:

Threshold ≤ 5 days and Objective is ≤ 3 days

For Complex:

Threshold ≤ 3 weeks and Objective ≤ 2 week

TO: (Revised)

8. Site Survey

On receipt of the service request the site survey is performed, completed (includes total cost and estimated delivery date) within the following calendar days:

For No Survey, pre-priced:

Threshold 98% ≤ 15 days and Objective 98% ≤ 11 days

For No Survey, un-priced:

Threshold 98% ≤ 36 days and Objective 98% ≤ 25 days

For Simple Survey, pre-priced:

Threshold 98% ≤ 27 days and Objective 98% ≤ 19 days

For Simple Survey, un-priced:

Threshold 98% ≤ 48 days and Objective 98% ≤ 34 days

For Moderate Survey, pre-priced:

Threshold 98% ≤ 34 days and Objective 98% ≤ 24 days

For Moderate Survey, un-priced:

Threshold 98% ≤ 55 days and Objective 98% ≤ 39 days

For Complex Survey, pre-priced:

Threshold 98% ≤ 48 days and Objective 98% ≤ 34 days

For Complex Survey, un-priced:

Threshold 98% ≤ 69 days and Objective 98% ≤ 48 days

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 7
2. AMENDMENT/MODIFICATION NO. P00126		3. EFFECTIVE DATE SEE BLOCK 14/16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		N00039	7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil			Add New Location to Section H-8 and Update Attachment J-5 (Wage Determination) – Option Year 3	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 11/20/16	16B. UNITED STATES OF AMERICA (b)(6) BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to update section H-8 and to add Wage Determination information for the county of "Austin Texas" within Attachment J-5 (Wage Determination), which was previously modified under contract modification P00061, and updated under P00099, P00106, and P00117. The additional information is contained within the Attachment J-5 revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 27 October 2016* and applies to Option Year 3 (1 October 2016 to 30 September 2017).

1. Under Section H (Special Contract Clauses), update section **H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))** to include the following additional locations:

County	State
Austin	TX

From:

H-8 (5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT (JUL 1989))

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

County	State
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Santa Clara	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New Haven	CT
New London	CT
New Castle	DE
Dade	FL
Hillsborough	FL
Bay	FL

Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Palm Beach	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID
Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Lauderdale	MS
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Guilford	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ

Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK
Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

To:

Attachment J-5 (Wage Determination) incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor for Occupation Codes 01000 Administrative Support and Clerical Occupations, 14000 Information Technology Occupations, 15000 Instructional Occupations, 21000 Materials Handling and Packing Occupations, 23000 Mechanics and Maintenance and Repair Occupations, and 30000 Technical Occupations in the following locations:

County	State
Jefferson	AL
Maricopa	AZ
Yuma	AZ
Los Angeles	CA
Kern	CA
Kings County	CA
Ventura	CA
Mono	CA
Monterey	CA
Orange	CA
San Bernardino	CA
San Diego	CA
San Mateo	CA
Santa Clara	CA
Arapahoe	CO
Denver	CO
Larimer	CO
Hartford	CT
New Haven	CT
New London	CT
New Castle	DE
Dade	FL
Hillsborough	FL
Bay	FL
Escambia	FL
Duval	FL
Monroe	FL
Orange	FL
Palm Beach	FL
Pasco	FL
Pinellas	FL
Cobb	GA
Dougherty	GA
Fulton	GA
Houston	GA
Peach	GA
Guam (Statewide)	GU
Hawaii (Statewide)	HI
Polk	IA
Warren	IA
Ada	ID


Cook	IL
Lake	IL
Martin	IN
Sedgwick	KS
Orleans	LA
Hampden	MA
Suffolk	MA
Worcester	MA
Baltimore	MD
Baltimore City	MD
Charles	MD
York	ME
Lauderdale	MS
Macomb	MI
Calhoun	MI
Hennepin	MN
St. Louis	MO
Christian	MO
Greene	MO
Jackson	MO
Clay	MO
Platte	MO
Harrison	MS
Mecklenburg	NC
Craven	NC
Guilford	NC
Onslow	NC
Wake	NC
LaMoure	ND
Douglas	NE
Rockingham	NH
Monmouth	NJ
Morris	NJ
Ocean	NJ
Burlington	NJ
Gloucester	NJ
Sandoval	NM
Bronx	NY
Kings County	NY
Nassau	NY
New York	NY
Monroe	NY
Onondaga	NY
Orange	NY
Queens	NY
Richmond	NY
Cuyahoga	OH
Delaware	OH
Fairfield	OH
Franklin	OH
Oklahoma	OK

Multnomah	OR
Bucks	PA
Allegheny	PA
Cambria	PA
Cumberland	PA
Newport	RI
Beaufort	SC
Richland	SC
Hamilton	TN
Shelby County	TN
Knox	TN
Austin	TX
Bexar	TX
Montgomery	TX
Fort Bend	TX
Harris	TX
Nueces	TX
Collin	TX
Denton	TX
Lubbock	TX
Tarrant	TX
Salt Lake	UT
Arlington	VA
City of Norfolk	VA
City of Virginia Beach	VA
Fairfax	VA
Fauquier	VA
Hanover	VA
Prince William	VA
Shenandoah	VA
Island	WA
Pierce County	WA
Kitsap	WA
Snohomish	WA

2. Under Section J (List of Attachments) incorporate the Attachment J-5 (Wage Determination) revision (filename: *Attch 05 Wage Determinations N00039-13-D-0013 27 October 2016*), which includes the additional location stated above. This version of Attachment J-5 shall become effective and apply to Option Year 3 (1 October 2016 to 30 September 2017).

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 1					
2. AMENDMENT/MODIFICATION NO. P00127		3. EFFECTIVE DATE SEE BLOCK 14/16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)				
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE				
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kim Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Replace Revised DD 254 (revision number 2) dated 20130627 with Revised DD 254 (revision number 3) dated 20161005 in its entirety. All other terms and conditions remain unchanged.						
							8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	
							HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171		9A. AMENDMENT OF SOLICITATION NO.	
									9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013				
						10B. DATED (SEE ITEM 11) 27 June 2013				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS										
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.										
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:										
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of his amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.										
12. ACCOUNTING AND APPROPRIATION DATA (If required) NOT APPLICABLE										
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.										
X		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)								
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).								
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
		D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.										
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)										
The purpose of this modification is to replace Revised DD 254 (revision number 2) dated 20130627 with Revised DD 254 (revision number 3) dated 20161005 in its entirety. Revised DD 254 dated 20161005 is incorporated with this modification via Attachment (1). Revised DD 254 updates the PCO, COR, and SCI COR. All other terms and conditions remain unchanged.										
Contractor shall return one signed copy via scanned PDF.										
Attachments: (1) Revised DD 254 dated 20161005										
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.										
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)						
				CDR Joel Pitel, Contracting Officer						
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED				
BY _____ (Signature of person authorized to sign)				(b)(6)						
				B (Signature of Contracting Officer)						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 1			
2. AMENDMENT/MODIFICATION NO. P00127		3. EFFECTIVE DATE SEE BLOCK 14/16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE		
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kim Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Replace Revised DD 254 (revision number 2) dated 20130627 with Revised DD 254 (revision number 3) dated 20161005 in its entirety. All other terms and conditions remain unchanged.				
							8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)	
							HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171	
							CODE FACILITY CODE IU305	
		(X)		9A. AMENDMENT OF SOLICITATION NO.				
				9B. DATED (SEE ITEM 11)				
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013				
				10B. DATED (SEE ITEM 11) 27 June 2013				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.								
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:								
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of his amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
NOT APPLICABLE								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.								
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)							
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
	D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)								
The purpose of this modification is to replace Revised DD 254 (revision number 2) dated 20130627 with Revised DD 254 (revision number 3) dated 20161005 in its entirety. Revised DD 254 dated 20161005 is incorporated with this modification via Attachment (1). Revised DD 254 updates the PCO, COR, and SCI COR. All other terms and conditions remain unchanged.								
Contractor shall return one signed copy via scanned PDF.								
Attachments: (1) Revised DD 254 dated 20161005								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
				CDR Joel Pitel, Contracting Officer				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				 (b)(6)				
				B (Signature of Contracting Officer)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3	
2. AMENDMENT/MODIFICATION NO. P00128		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)					
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X		10B. DATED (SEE ITEM 11) 27 June 2013	

Modify Section 3.3.30.7.1: End User Accounts in Attachment J-1, Performance Work Statement (PWS) in the Existing NGEN Contract

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) – BILATERAL MODIFICATIONS (29 May 2014)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walt Leavy, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 11/29/16	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY (Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

The purpose of this modification is to modify Attachment J-1: Performance Work Statement (PWS) Section 3.3.30.7.1 End User Accounts in the existing NGEN Contract N00039-13-D-0013, by removing the following language which is in conflict with PWS Table 3.3-6, Average End User Network Storage Requirements (executed on modification P00080):

“For new Standard and NNPI accounts allocate 700 MB for home directory storage and 50 MB for email storage. For new Lite accounts allocate 200MB for home directory storage and 10 MB for email storage.”

FROM: (Original)

3.3.30.7.1 End User Accounts

The ES Contractor shall:

- a. Provision, maintain, and operate up to 600,000 NIPRNet and 100,000 SIPRNet active end user accounts for the following unclassified and classified account categories:
 - i. Standard.
 - ii. Lite.
 - iii. Logon Only.
 - iv. Developer.
 - v. Digital ID.
 - vi. NNPI.
- b. Perform life cycle events on end user accounts as requested by the Government.
 - i. Create new end user accounts with attributes provided by the Government. For new Standard and NNPI accounts allocate 700 MB for home directory storage and 50 MB for email storage. For new Lite accounts allocate 200MB for home directory storage and 10 MB for email storage.

TO: (Revised)

3.3.30.7.1 End User Accounts

The ES Contractor shall:

- a. Provision, maintain, and operate up to 600,000 NIPRNet and 100,000 SIPRNet active end user accounts for the following unclassified and classified account categories:
 - i. Standard.
 - ii. Lite.
 - iii. Logon Only.
 - iv. Developer.

- v. Digital ID.
 - vi. NNPI.
- c. Perform life cycle events on end user accounts as requested by the Government.
 - i. Create new end user accounts with attributes provided by the Government.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00129		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year3)): TRP5_0137			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(2)(3) Bilateral Contract Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 1/4/17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year3 CLIN 3090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, P00107, and P00114 for previous CLIN x090 definitizations. **Refer to RAPT request PMNMCI-9999-2017-3106 for all requirement documentation.**

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for X090AA. (3090AA: (b)(4)) = (b)(4))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00114, paragraph 2 (Option Year 3 Ceiling Decrease)

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing during Option Year3:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AC	TXS	Tech Refresh Material (TXS) – (TRP5_00137)	-	EA	(b)(4)	-

3. In Section C, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing:

CLIN	ES/TXS	Supplies/Services	Description
3090AC	TXS	Tech Refresh Material (TXS) – (TRP5_0137)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0137) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-3106 for a detailed list of all material.</p> <p>All other (TRP5_0137) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state "...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090..."</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3	
2. AMENDMENT/MODIFICATION NO. P00130		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE N00039		7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year3)): TRP5_0140A, TRP5_0140B, and TRP5_0136			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(2)(3) Bilateral Contract Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 1/19/17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year3 CLIN 3090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, P00107, P00114, and P000129 for previous CLIN x090 definitizations. **Refer to RAPT request PMNMCI-9999-2017-3161 and NG3147 for all requirement documentation.**

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for X090AA. (3090AA: (b)(4) -

(b)(4)))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00129

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing during Option Year3:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AD	TXS	Tech Refresh Material (TXS) – (TRP5_0140A)	-	EA	(b)(4)	-
3090AE	TXS	Tech Refresh Material (TXS) – (TRP5_0140B)	-	EA	(b)(4)	-
3090AF	TXS	Tech Refresh Material (TXS) – (TRP5_0136)	-	EA	(b)(4)	-

3. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
3090AD	TXS	Tech Refresh Material (TXS) – (TRP5_0140A)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0140A) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMC1-9999-2017-3161 for a detailed list of all material.</p> <p>All other (TRP5_0140A) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AE	TXS	Tech Refresh Material (TXS) – (TRP5_0140B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0140B) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMC1-9999-2017-3161 for a detailed list of all material.</p> <p>All other (TRP5_0140B) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AF	TXS	Tech Refresh Material (TXS) – (TRP5_0136)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0136) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMC1-9999-2017-3147 for a detailed list of all material.</p> <p>All other (TRP5_0136) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

J

PAGE OF PAGES

1 OF 6

2. AMENDMENT/MODIFICATION NO. P00131	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6)	CODE

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5
1325 10th Street SE, BLDG 196, Suite 301
Washington Navy Yard
Washington, DC 20374
PHONE: 202-433-7199
kim.reavis@navy.mil

Incorporate Changes to USMC CLINs 0003
and 0004 (Option Year 3 only) and
Attachments J-19 and J-20 (Introduce J-19D
and J-20D)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)

HP Enterprise Services, LLC
13600 EDS DRIVE
HERNDON, VA 20171

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
N00039-13-D-0013

10B. DATED (SEE ITEM 11)

27 June 2013

CODE FACILITY CODE IU305

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) (Bilateral Contract Modifications)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzler, NGEN Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer		
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 1-25-17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED 1/25/2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

The purpose of this modification is to modify CLINs 0003 and 0004 (Option Year 3 Only) within sections B, and C, update contract Attachments J-19 and J-20, and introduce Attachments J-19D and J-20D. Refer to Requirements to Award Process Tool (RAPT) USMC-9999-2017-NG3127 for associated support documentation. See paragraphs below for specific changes:

1. Under Contract section B (Supplies or Services and Prices/Costs) the following CLINs are revised:

- a. CLIN 3003AA unit price is decreased from
- b. CLIN 3003AB unit price is decreased from
- c. CLIN 3003AC unit price is decreased from
- d. CLIN 3003AD unit price is decreased from
- e. CLIN 3003AE unit price is decreased from
- f. CLIN 3003AF unit price is decreased from
- g. CLIN 3003AG unit price is decreased from
- h. CLIN 3003AH unit price is decreased from
- i. CLIN 3003AJ unit price is decreased from
- j. CLIN 3003AK unit price is decreased from

- k. CLIN 3004AA unit price is increased from
- l. CLIN 3004AB unit price is decreased from
- m. CLIN 3004AC unit price is increased from
- n. CLIN 3004AD unit price is increased from
- o. CLIN 3004AE unit price is increased from
- p. CLIN 3004AF unit price is increased from
- q. CLIN 3004AG unit price is increased from
- r. CLIN 3004AH unit price is increased from
- s. CLIN 3004AJ unit price is decreased from
- t. CLIN 3004AK unit price is decreased from
- u. CLIN 3004AL unit price is decreased from
- v. CLIN 3004AM unit price is decreased from
- w. CLIN 3004AN unit price is decreased from

2. Under Contract Section C-1 (Compliance With Specification) the following CLIN description are revised (last sentence only):

- a. CLIN 0003AA Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions)—Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions)—Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, J-19C (USMC TXS CLIN Definitions)—Option Year2 Only, and J-19D (USMC TXS CLIN Definitions)—Option Year3 Only."

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- h. CLIN 0003AH Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, J-19C (USMC TXS CLIN Definitions)—Option Year2 Only, and J-19D (USMC TXS CLIN Definitions)—Option Year3 Only."
- i. CLIN 0003AJ Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, J-19C (USMC TXS CLIN Definitions)—Option Year2 Only, and J-19D (USMC TXS CLIN Definitions)—Option Year3 Only."
- j. CLIN 0003AK Description is revised from "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, and J-19C (USMC TXS CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-19 (USMC TXS CLIN Definitions), J-19A(USMC TXS CLIN Definitions) –Base Year only, J-19B (USMC TXS CLIN Definitions)—Option Year1 only, J-19C (USMC TXS CLIN Definitions)—Option Year2 Only, and J-19D (USMC TXS CLIN Definitions)—Option Year3 Only."
- k. CLIN 0004AA Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
- l. CLIN 0004AB Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
- m. CLIN 0004AC Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."



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- t. CLIN 0004AK Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
 - u. CLIN 0004AL Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
 - v. CLIN 0004AM Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
 - w. CLIN 0004AN Description is revised from "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, and J-20C (USMC ES CLIN Definitions)—Option Year2 Only" to "In accordance with attachment J-20 (USMC ES CLIN Definitions), J-20A(USMC ES CLIN Definitions) –Base Year only, J-20B (USMC ES CLIN Definitions)—Option Year1 only, J-20C (USMC ES CLIN Definitions)—Option Year2 Only, and J-20D (USMC ES CLIN Definitions)—Option Year3 Only."
3. Under Contract Section J: List of Attachments, the following changes are made:
- a. Attachment 19 – USMC TXS CLIN Definitions: Title Page Tab, date is updated to January 23, 2017; Instructions Tab, Option Year3 TXS pricing for CLINs 0003AA through 0003AK is deleted.
 - b. Attachment 20 – USMC ES CLIN Definitions: Title Page Tab, date is updated to January 23, 2017; Instructions Tab, Option Year3 ES pricing for CLINs 0004AA through 0004AN is deleted.
4. Under Contract Section J: List of Attachments, the following are incorporated as attachments to this contract:
- a. Atch 19D USMC TXS CLIN Definitions N00039-13-D-0013 Final 23Jan2017
 - b. Atch 20D USMC ES CLIN Definitions N00039-13-D-0013 Final 23Jan2017

Except as provided herein, all other terms and conditions of Contract N00039-13D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 3	
2. AMENDMENT/MODIFICATION NO. P00132		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE N00039		7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year3)): TRP5_0061A, TRP5_0061B, and TRP5_0061C			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(2)(3) Bilateral Contract Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 2/13/17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year3 CLIN 3090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, P00107, P00114, P000129, and P00130 for previous CLIN x090 definitizations. **Refer to RAPT request PMNMC1-9999-2017-3109 for all requirement documentation.**

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for X090AA.

(3090AA: (b)(4)) - (b)(4))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00130

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing during Option Year3:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AG	TXS	Tech Refresh Material (TXS) – (TRP5_0061A)	-	EA	(b)(4)	-
3090AH	TXS	Tech Refresh Material (TXS) – (TRP5_0061B)	-	EA	(b)(4)	-
3090AJ	TXS	Tech Refresh Material (TXS) – (TRP5_0061C)	-	EA	(b)(4)	-

3. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
3090AG	TXS	Tech Refresh Material (TXS) – (TRP5_0061A)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0061A) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-3109 for a detailed list of all material.</p> <p>All other (TRP5_0061A) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AH	TXS	Tech Refresh Material (TXS) – (TRP5_0061B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0061B) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-3109 for a detailed list of all material.</p> <p>All other (TRP5_0061B) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AJ	TXS	Tech Refresh Material (TXS) – (TRP5_0061C)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0061C) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-3109 for a detailed list of all material.</p> <p>All other (TRP5_0061C) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00133		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		7. ADMINISTERED BY (If other than Item 6) CODE Modify Report 500.2: Blackberry Software, Title and Language in Attachment 13, NGEN Service Level Requirements (SLR) Metrics in the Existing NGEN Contract		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
				10B. DATED (SEE ITEM 11) 27 June 2013
CODE		FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) – CHANGES (JAN 2017)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Stevens, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED February 23, 2017	16B. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED

The purpose of this modification is to modify the following verbiage in Attachment 13: Next Generation Enterprise Network (NGEN) Service Level Requirement (SLR) in the existing NGEN Contract N00039-13-D-0013:

Modify the SLR language in '**Report 500**' with the title, '**2. Blackberry software**' in Attachment 13 – NGEN SLR Metrics. The title and language should be changed as described below:

FROM: (Original)

2. Blackberry software

On receipt of the service request the software must installed and useable within:
Threshold ≤ 72 hours Objective ≤48 hours

TO: (Revised)

2. Mobile Phone Services

On receipt of the service request the OBR Account Activation Link must be sent within:
Threshold ≤ 72 hours; Objective ≤ 48 hours

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00134		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year3)): TRP5_0137B, TRP5_0136B, TRP5_0064A1, TRP5_0064A2, and TRP5_0064A3			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
				X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(2)(3) Bilateral Contract Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 3/6/17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year3 CLIN 3090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, P00107, P00114, P000129, P00130, and P00132 for previous CLIN x090 definitizations. **Refer to RAPT requests PMNMCI-9999-2017-3261, NG3324, and NG3411 for all requirement documentation.**

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the “Not-to-Exceed” pricing for X090AA and X090AB.

(3090AA: _____ (b)(4))
 (3090AB: _____ (b)(4))

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00132

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4)	-

As established in P00097

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-
3090AB	ES	Tech Refresh Material (ES)	-	LOT	(b)(4)	-

2. In section B, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing during Option Year3:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AK	TXS	Tech Refresh Material (TXS) – (TRP5_0137B)	-	EA	(b)(4)	-
3090AL	ES	Tech Refresh Material (ES) – (TRP5_0136B)	-	EA	(b)(4)	-
3090AM	TXS	Tech Refresh Material (TXS) – (TRP5_0064A1)	-	EA	(b)(4)	-
3090AN	TXS	Tech Refresh Material (TXS) – (TRP5_0064A2)	-	EA	(b)(4)	-
3090AP	TXS	Tech Refresh Material (TXS) – (TRP5_0064A3)	-	EA	(b)(4)	-

3. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
3090AK	TXS	Tech Refresh Material (TXS) – (TRP5_0137B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0137B) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3261 for a detailed list of all material.</p> <p>All other (TRP5_0137B) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AL	ES	Tech Refresh Material (ES) – (TRP5_0136B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0136B) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3324 for a detailed list of all material.</p> <p>All other (TRP5_0136B) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AM	TXS	Tech Refresh Material (TXS) – (TRP5_0064A1)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0064A1) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3411 for a detailed list of all material.</p> <p>All other (TRP5_0064A1) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

3090AN	TXS	Tech Refresh Material (TXS) – (TRP5_0064A2)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0064A2) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3411 for a detailed list of all material.</p> <p>All other (TRP5_0064A2) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AP	TXS	Tech Refresh Material (TXS) – (TRP5_0064A3)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0064A3) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3411 for a detailed list of all material.</p> <p>All other (TRP5_0064A3) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2		
2. AMENDMENT/MODIFICATION NO. P00135		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Incorporate Award Fee Plan Evaluation Criteria Option Year 3, Period 7, within Attachment 3: Award Fee Plan			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.	
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013 10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.	
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:	
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	

12. ACCOUNTING AND APPROPRIATION DATA (If required)	
NOT APPLICABLE	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1 Alt II (CHANGES-FIXED PRICE)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)	
Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).	

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____		(b)(6)	
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 STANDARD FORM 30 (REV. 10-83) FAR (48 CFR) 53.243	

The purpose of this modification is to incorporate the Award Fee Plan, Evaluation Criteria for Option Year 3, Period 7, within Attachment 3 (Award Fee Plan).

1. Incorporate Award Fee Plan, Evaluation Criteria for Option Year 3, Period 7 (1 April 2017 through 30 September 2017) into Attachment 3 (Award Fee Plan).
2. This Award Fee Plan, Evaluation Criteria is attached herein.

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.



Contract # N00039-13-D-0013
ATTACHMENT 3
AWARD FEE PLAN
PERIOD 7 (1 April 2017 – 30 September 2017)
Date: 3/14/2017

Program Executive Office, Enterprise Information Systems
Program Manager, Naval Enterprise Networks
1325 10th Street, SE, Suite 301
Washington, DC 20374

TABLE OF CONTENTS

1. INTRODUCTION.....	3
1.1 Basis for Award Fee.....	3
1.2 Determination of Award Fee.....	3
1.3 Award Fee Plan Change Procedure.....	3
2. ORGANIZATION AND RESPONSIBILITIES.....	4
2.1 Fee Determining Official.....	4
2.2 AFB Chairperson.....	4
2.3 AFB Members.....	5
2.4 AFB Recorder.....	5
2.5 Procuring Contracting Officer.....	5
3. AWARD FEE EVALUATION PROCESS.....	6
3.1 Award Fee Board Evaluation Process.....	6
3.2 Award Fee Board Findings.....	7
4. AVAILABLE AWARD FEES AND EVALUATION PERIODS.....	7
5. ADJECTIVAL RATING CRITERIA.....	8
6. EVALUATION FACTORS.....	8
6.1 Program Management, Project Closeout & Completion, Proposal Quality, HW/SW Asset Management and Technology Refresh and Modernization Planning.....	9
6.2 Network Operations.....	11
6.3 Program Security.....	12
6.4 Small Business Participation.....	13

1. INTRODUCTION

In addition to any profit to be paid under the provisions of the contract, the Contractor may earn an award fee up to an amount set forth in the contract. This document outlines the strategy, responsibilities, procedures, and criteria for determining award fee. The primary objective of the Award Fee Plan is to motivate and reward the Contractor to provide products and services that exceed customer expectations and threshold performance requirements.

1.1 Basis for Award Fee

The Government will ensure the Contractor is given the opportunity to understand the basis for the award amount. The award fee basis is a combination of subjective and objective criteria and performance-based metrics. The allocated fee set forth shall not be increased except as a result of an increase in the scope of effort required under the contract. Since any portion of the award fee for each evaluation period must be earned, the Contractor begins each evaluation period with an initial earned amount of 0% of the available award fee. There is no rollover of any unearned fees. This means that any award fee unearned in any period shall not be added to the amount of award fee available in any subsequent period. The Contractor shall be paid the determined amount of the award fee upon submittal of a proper invoice¹. There is no invoicing of award fee prior to a final determination from the Fee Determining Official (FDO) and task order execution by the Procuring Contracting Officer (PCO). Performance evaluation will also serve to advise the Contractor of trends indicating strengths and/or weaknesses that might result in an increase or decrease of award fee earned during evaluation periods.

1.2 Determination of Award Fee

Award Fee determination ranges from 0 to 100% and will be based on the Government's assessment of the Contractor's attainment of the objective and subjective performance measures outlined in this plan. To be eligible to receive an award fee, the contractor must display performance that exceeds threshold performance. If the Contractor fails to exceed threshold performance, the Contractor will not earn an award fee. The Government shall assure fairness of evaluation as well as prompt and consistent feedback to Contractor questions with supporting examples. The specific details of the overall performance assessment method are set forth herein. The Contractor will not be held responsible for failure to achieve performance for reasons directly attributable to the Government or a third party. Potential disagreements in this area are not subject to the dispute provision of this contract.

1.3 Award Fee Plan Change Procedure

The Award Fee Plan and award fee criteria may be modified to place emphasis on those areas the Government deems most critical. After the Award Fee Plan has been approved and prior to each award fee period, a review will be conducted by the Program Office and Procuring Contracting Officer (PCO) to ensure the objectives remain relevant and are written in such a way to incentivize above threshold performance. Unilateral changes to the Award Fee Plan evaluation factors and their weightings can be enacted if the PCO provides the contractor written notification fifteen (15) days or more in advance of the start of the targeted evaluation period. Bilateral changes via mutual agreement of the parties will occur when the Government desires a change to the Award Fee Plan and there are less than 15 days remaining before the start of the targeted evaluation period.

¹ Note: Award Fee is not subject to the termination clauses of this contract. In other words, costs associated with the Award Fee process are not reimbursable under this contract.

2. ORGANIZATION AND RESPONSIBILITIES

The Award Fee Board (AFB) provides an objective and subjective assessment of the Contractor's performance against established criteria. The Award Fee Board membership consists of the PMW 205 Program Manager, Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), the Lead Procuring Contract Officer (PCO), the Service Level Manager (SLM), and the Engineering, Logistics, and Cost Estimating Competency Leads. The Award Fee Board Chairperson and overall process are supported by an Award Fee Recorder. The role for each Award Fee Board member is provided in Table 1. The Fee Determining Official (FDO) makes the final determination regarding amount of award fee earned during the evaluation period and ensures the award fee process integrity is maintained.

Table 1. Award Fee Board

AFB Role	Equivalent PMW 205 or USMC Source
Fee Determining Official	Program Manager, PMW 205
Chairperson	APM, Contract Quality Assurance and Performance Management
Board Members	Deputy Program Manager, all Assistant Program Managers (APM), senior representative(s) from the United States Marine Corps (USMC), the Lead Procuring Contract Officer (PCO), the Service Level Manager (SLM), and the Engineering, Logistics, and Cost Estimating Competency Leads
Award Fee Recorder	As Directed

2.1 Fee Determining Official (FDO)

The FDO is the NGEN Program Manager. The FDO shall make the final award fee determination based upon the performance evaluation recommendations presented by AFB. The evaluation criteria used by the AFB is described in detail in Section 6 of this document. The amount of the total fee to be paid to the Contractor and the methodology for determining the total fee are unilateral decisions made solely at the discretion of the Government (FAR 16.401(e)(2)). The FDO will:

- Approve the Award Fee Plan and any changes to the Award Fee Plan, award fee criteria, or methodology of determining award fee amounts.
- Convene the Award Fee Board.
- Review the recommendations of the AFB, consider all pertinent data, and determine the amount of award fee earned for each period.
- Notify the Contractor, in writing, of the amount of award fee earned during the period and provide a summary of the Contractor's strengths, areas for improvement, and future expectations.
- Authorize the Procuring Contracting Officer to make payment.

2.2 AFB Chairperson

The purpose of the AFB is to evaluate the Contractor's overall performance with particular focus on performance that meets and/or exceeds customer expectations and threshold performance. In addition to being a participatory member of the AFB, the Chairperson will:

- Collect all performance assessments from the Government Award Fee Board Members and develop a single, coherent Evaluation Report, to include the recommended award fee amount.
- Provide the Evaluation Report to the AFB members for review and comment.
- Schedule and Chair the AFB meeting.

- Provide the final AFB Evaluation Report to the FDO for approval.
- Prior to each award fee period, facilitate and document recommended changes to the Award Fee Plan and present the revised plan to the FDO for approval.

2.3 AFB Members

Award Fee Board members will:

- Be familiar with the contract requirements, this Award Fee Plan, and the NGEN QASP - especially the performance rating criteria for their assigned evaluation areas.
- Conduct assessments according to contract requirements and the Award Fee Plan, ensuring evaluations are fair and accurate.
- Understand the performance requirements and monitor Contractor performance levels necessary to achieve each level of performance as defined in the Award Fee Plan.
- When applicable, collect and include performance evaluation inputs from stakeholders and team members, to include recommended award fee percentages.
- Maintain written records of Contractor's performance and provide a performance report in assigned evaluation areas that details specific examples where:
 - (1) performance exceeds contract threshold requirements;
 - (2) performance exceeds customer expectations;
 - (3) performance improvement has occurred since the previous award period; and/or
 - (4) performance meets or is below contract threshold requirements, where improvements are necessary or desired.
- Document the collective findings via an evaluation report (MS Word) and an evaluation brief (PowerPoint).
- Participate in AFB meetings and briefings.
- Submit the evaluation report to the AFB Chairperson and Recorder as directed.
- Prepare the evaluation brief for eventual presentation to the FDO.
- At the appropriate time, document recommended changes to the Award Fee Plan.

2.4 Award Fee Recorder

The Award Fee Recorder will coordinate the administrative actions necessary to manage the AFB activities, including:

- Manage all activities associated with the AFB process, including scheduling and assisting with internal evaluation milestones.
- Notify AFB members of when and what required reports are due.
- Receive, process, and distribute evaluation reports from all required sources.
- Consolidate assessments and recommendations for presentation to the AFB for evaluation periods.
- Document and maintain AFB activities in official files.
- Maintain official AFB files and internal procedures and other documentation that have a bearing on the FDO's decision.
- Record and distribute minutes of the AFB meetings (a copy of which will be provided to the PCO for retention in the contracting organization's files).

2.5 Procuring Contracting Officer

The PCO is the liaison between Contractor and Government personnel on all issues. The PCO will:

- Act as the liaison between the Contractor and Government personnel.
- Notify the Contractor of the initial and final performance findings.

- Prepare FDO Award Fee determination letter along with a description of Contractor's performance, strengths, weaknesses, improvement areas, and expectations for future performance.
- Forward FDO decision with regard to the award fee determination.
- As directed by the FDO, execute modifications to the contract to incorporate changes to the Award Fee Plan.
- Maintain the contract file.

3. AWARD FEE EVALUATION PROCESS

The Contractor will be subject to a Firm Fixed Price/Award Fee (FPAF) process to incentivize Contractor's performance at or above acceptable service threshold performance and standards outlined in the NGEN Performance Work Statement (PWS). The Government shall provide specific performance areas in the Award Fee Plan to evaluate the Contractor's performance during each evaluation period with the specific intent of incentivizing performance that exceeds threshold requirements. Criteria may be modified each award fee period.

No later than 35 days after the award fee period concludes, the Government shall conduct an Award Fee Board to assess the Contractor's performance. Inputs such as the Contractor's Self-Assessment, Service Level Manager performance assessments and other supporting justification will be considered during the AFB.

3.1 Award Fee Board Evaluation Process

The Award Fee Board (AFB) evaluation process will proceed as follows:

- Prior to the end of the evaluation period the AFB Chairperson and Recorder will establish a schedule for each required evaluation process step and notify the AFB members of the upcoming Award Fee process requirements.
- AFB members will submit quarterly performance assessments for their respective areas of emphasis to the AFB Chairperson and Recorder. The content of each performance assessment shall explicitly address and document contractor performance/accomplishments at and/or above customer expectation and threshold performance².
- Within fifteen (15) business days after the end of an evaluation period, the Contractor shall furnish to the PCO a self-assessment for each performance area under review, including any information that may be reasonably required to assist the AFB in evaluating the Contractor's performance for the evaluation period. This self-assessment may not exceed 50 pages in length.
- The AFB evaluation may occur within fifteen (15) business days after due date for the Contractor's self-assessment. The AFB may consider additional reports, both oral and written. Performance assessment results and supporting rationale will be reviewed, integrated, and the AFB will arrive at consensus agreement on the performance rating.
- The AFB Recorder will document AFB discussions and deliberations in the meeting minutes. These minutes, with the briefings, will provide a record of the events leading to the FDO decision. The minutes and briefings comprise the official file to substantiate the award fee decision.

² Note: Assessment information that details Contractor performance/accomplishments that are below threshold performance shall be documented in the annual Contractor Performance Assessment and Reporting System (CPARS) process.

3.2 Award Fee Board Findings

Determinations by the FDO with respect to the amount of the total fee to be paid to the Contractor are unilateral decisions made solely at the discretion of the Government (FAR 16.401 (e)(2)).

- Not more than thirty-five (35) business days after any evaluation period, the rating will be compiled by the AFB Chairperson who will then develop and forward the overall award fee recommendation to the FDO. The AFB's recommendation to the FDO will include supporting rationale, dissenting opinions, and any significant changes recommended to the Award Fee Plan.
- The FDO, via the PCO, will notify the Contractor in writing of the proposed award fee, and provide a summary evaluation of the Contractor's performance. The Contractor may provide a written response or acceptance to the PCO within seven (7) calendar days of proposed final determination letter. The FDO will consider these comments when establishing the award fee earned. The FDO will then provide the PCO a final performance evaluation and determination of the award fee earned for that period within seven (7) calendar days after receipt of the AFB's findings or the Contractor's written comments, whichever is later.
- Once the FDO provides final performance evaluation and determination of the award fee to the PCO, the FDO will authorize the PCO to award the determined fee. The PCO will issue a unilateral task order / contract modification for the payment of the award fee to Contractor within fifteen (15) days after receiving authorization from the FDO. The goal is to have the award fee payment to Contractor sixty (60) days from the end of the award fee period.

4. AVAILABLE AWARD FEES AND EVALUATION PERIODS

The available award fee for each evaluation period for this contract is set forth below in Table 2. The Contractor may earn a total award fee amount of up to \$92.02M during the period of performance of the contract through FY18 if all options are exercised.

Table 2. Award Fee Pool and Evaluation Periods

Contract Year	Award Fee Period	Term	Allocated Award Fee per Year (\$M)	Award Fee Percentage (%)
Base Year	1	Annual	(b)(4)	(b)(4)
Option Year One	2	Mid-Term	(b)(4)	(b)(4)
	3	Annual		(b)(4)
Option Year Two	4	Mid-Term	(b)(4)	(b)(4)
	5	Annual		(b)(4)
Option Year Three	6	Mid-Term	(b)(4)	(b)(4)
	7	Annual		(b)(4)
Option Year Four	8	Mid-Term	(b)(4)	(b)(4)
	9	Annual		(b)(4)
TOTAL AWARD FEE			(b)(4)	

***Note:** Option Year One Period 3 contained an additional (b)(4) for security for a total allocation of (b)(4) .

5. ADJECTIVAL RATING CRITERIA

The adjectival ratings associated with the respective award fee percentage and evaluation criteria are provided in Table 3.

Table 3. Adjectival Rating Descriptions

Adjectival Rating	% Award Fee Range	Description
Far Above Customer Expectations and Threshold Performance	91 -100%	The Contractor successfully achieved threshold performance. Additionally, in almost all cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Significantly Above Customer Expectations and Threshold Performance	76 - 90%	The Contractor successfully achieved threshold performance. Additionally, in most cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Above Customer Expectations and Threshold Performance	51 – 75%	The Contractor successfully achieved threshold performance. Additionally, in some cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
At Customer Expectations and Threshold Performance	≤50%	The Contractor in almost all cases successfully achieved threshold performance; Additionally, in a few cases, the Contractor exceeded customer expectations and threshold performance requirements as defined in this Award Fee Plan.
Below Customer Expectations and Threshold Performance	0%	The Contractor in almost all cases did not successfully achieve threshold performance or meet customer expectations as defined in this Award Fee Plan.

6. EVALUATION FACTORS

The NGEN program evaluation criteria will be subject to those actions considered to be within the control of the Contractor. The criteria listed in Table 3 above shall be used to evaluate the Contractor performance for each factor listed below in Table 4.

Table 4. Percentage of Award Fee per Evaluation Factor

No.	Evaluation Factors	% Allocated from Award Fee Pool
1	Program Management, Project Closeout & Completion, Proposal Quality, HW/SW Asset Management, and Technology Refresh and Modernization and Planning	(b)(4)
2	Network Operations	(b)(4)
3	Program Security	(b)(4)
4	Small Business Participation	(b)(4)

6.1 Program Management, Project Closeout & Completion, Proposal Quality, HW/SW Asset Management and Technology Refresh and Modernization Planning

The intent of this factor is to incentivize the Contractor to manage all program activities effectively at senior levels, deliver quality proposals, increase the rate of successfully executing and completing projects and continue the enhancement of asset management capabilities. For sections 6.1.8-6.1.9, both USN and USMC will be included in the evaluation. In particular, the ability to meet USMC staffing levels will be considered as part of this factor's evaluation.

6.1.1 Proposal Quality

The intent of this criterion is to incentivize delivery of quality proposals which will enable the Government to rapidly award task orders with minimal clarification or corrections required.

The following are examples of proposal quality attributes to address:

- Proposal contains adequate justification for labor categories and associated levels of effort.
- Proposal contains adequate justification for use of non-J8 labor categories and utilizes appropriate ODC's.
- Proposal provides sufficient insight to the rationale for selection of hardware components and associated software applications and an understanding of the quantities required.

The Government will assess each non 6AG proposal for quality attributes (subjective assessment of quality and completeness of technical and pricing data) and provide a brief summary of the assessment results within 5 working days of task order award.

The award fee will be based upon the cumulative results of the Government's proposal assessments conducted during the award fee period.

6.1.2 Proposal Timeliness

The intent of these criteria is to incentivize implementation of processes that will enable accurate projections of when proposals will be delivered to the Government. Fulfilment of this objective will provide predictable workflows allowing the Government to more effectively plan and allocate resources and manage customer expectations.

6.1.2.1 CLIN 5000 and CLIN 62 (non-standard) The following criteria apply to CLIN 5000 and CLIN 62 (non-standard) projects:

- Within 5 business days of formal receipt of a final Statement of Objectives (SOO), the Contractor shall provide the Government an estimated date for proposal delivery.
- The Contractor will meet or exceed proposal delivery dates identified within the SOO.
- Proposal timeliness award fee determination will be based on the Contractor's ability to meet or exceed the estimated proposal delivery date.

6.1.2.2 6AG and CLIN 62 The following criteria apply to 6AG and CLIN 62 (standard / orderable) projects:

- Development and adherence to a project lifecycle model that enables proposal delivery schedules to be estimated based upon a project's complexity.
- Management of 6AG workflows to minimize overdue projects and backlog of workload.
 - Average of less than 15 business days from SOO receipt to proposal delivery.

- No greater than 30 days from SOO receipt to proposal delivery.

6.1.3 Project Integration and Execution

The intent of this criterion is to incentivize continual process improvements that result in measurable reductions to the time required to fulfill an executed / purchased order. This applies to 6AG and CLIN 5000 projects. The Government will evaluate the Contractor's ability to manage an integrated project portfolio by enabling early identification of inter-project dependencies and development of mitigation strategies to reduce dependency risks. This area will be considered in conjunction with paragraph 6.1.4.

6.1.4 Project Closeout and Completion

The intent of this criterion is to incentivize the finalization of all project activities, completion of requirements across all phases of the project and formal closure of projects in accordance with Government policies and procedures. For all award fee periods moving forward, the Government will specifically evaluate the Contractor's ability to ensure project completion within the period of performance of the NGEN contract (June 2018), with the goal of zero projects which have to be stopped on NGEN and continued in the follow-on contract vehicle. In addition, the government will also consider the contractor's ability to provide innovative, creative, and thoughtful management approaches and recommendations to identifying types and scope of project work which can be completed within the term of the NGEN and successfully executing those which are agreed upon. In addition in this period, the government will evaluate the contractor's ability to execute and close out current projects within agreed upon timelines/baselines, display of sound management techniques to eliminate/reduce the amount of period of performance extensions, and presentation of innovative solutions to pressing project issues which may avoid the need for extensions.

6.1.5 Technical Refresh and Modernization Planning (TRMP)

The intent of this criterion is to incentivize the Contractor to implement proactive tech refresh planning processes to ensure enterprise components are replaced prior to expiration, or as required to meet modernization objectives. The assessment will address adherence to the TRMP documented process and how well this process supports planning and execution needs. This assessment applies to all TRMP efforts. Particular emphasis will be placed on the Contractor's ability to meet PWS requirements to install equipment within 180 days of equipment delivery.

6.1.6 Engineering Design and Support Services

The Government will evaluate the Contractor on the effectiveness of engineering and technical support for services, systems, and infrastructure to include the quality of engineering products (e.g. DSEM Technical Packages, Requests for Change, Baselines) and efficiency in process support for areas such as change and configuration management. The Contractor's ability to fully implement and integrate its Systems Engineering process (Defense Systems Engineering Method) will also be evaluated, to include preparing for DSEM Technical Reviews (DTRs).

6.1.7 Certification & Accreditation (C&A)

The Government will evaluate the Contractor on its ability to complete C&A packages that achieve accreditation on the first attempt. Accreditation received through Interim Authority to Operate (IATO) shall be counted as a successful accreditation, provided an Authority to Operate (ATO) is achieved within the required timeframes. The accreditation percentage measurement equals the total number of successful accreditations on first attempt divided by the total number of adjudicated packages.

6.1.8 Software Asset Management

The Government will evaluate the contractor's ability to identify, track, report, and manage all NGEN software assets. The Contractor shall identify and manage changes to license requirements for the network and address inventory sufficiency through established processes. Particular emphasis will be placed on Contractor responsiveness to remedy identified excess "in-use" quantities (license shortfalls) in a timely fashion.

6.1.9 Hardware Asset Management

The Government will evaluate the contractor's ability to identify, track, report, and manage all NGEN hardware assets and meet contractual accuracy requirements.

6.2 Network Operations

The intent of the Network Operations factor is to incentivize the Contractor to meet and exceed service level requirements, increase operational monitoring and management capabilities, seek efficiencies and increased effectiveness through the innovative and well-managed employment of people, processes and tools, and enable continual IT services delivery improvements. For sections 6.2.2-6.2.3, both USN and USMC will be included in the evaluation.

6.2.1 Enterprise Network Performance and SLR Compliance

The intent of this criterion is to incentivize the Contractor to maintain high standards of network performance with a focus toward meeting and exceeding Service Level Requirements (SLRs) and improving capabilities that impact the end user community. Fulfillment of factor requirements will increase the level of services delivered to end users and provide the Government improved visibility into Contractor performance tools and data. Although this factor primarily addresses network performance at the enterprise level, evaluations will consider performance and associated deviations at the regional or localized levels.

The Contractor will be evaluated on meeting the Service Level Requirements on the contract.

The Contractor will be evaluated on the ability to provide the Government the necessary level of access to tools and data to verify, validate, and audit the performance management processes and systems used to collect, store, and generate performance data. This also entails the requirement to provide the level of access and privileges necessary to tools and data to enable full scope analysis and verification of SLR data used to develop Contractor performance reports.

The Contractor will be evaluated on the maturity of the tools that monitor and manage near-real time performance of NMCI services (NIPR and SIPR). Specific focus will be on the Event management and monitoring tools at both the system/server and network component levels. Additional emphasis will be placed on the execution of the Event, Incident, Problem, Access and Change Management Processes in order to attain high levels of situational awareness and solid communications with Government counterparts.

The Contractor will be evaluated on the execution of IAVA and STIG compliance, CCRI performance, and compliance with Government Directed Actions (GDAs) and their corresponding POA&Ms.

Additional focus will be placed on the Contractor's ability to increase reliability and performance of probe software and hardware, reduce Service Desk ticketing errors for all end user facing tickets across

the enterprise, improve performance of services across SIPR, provide innovative recommendations to mitigate SLR challenges and improve overall end user and network service performance.

6.2.2 Tools Implementation

The Government will evaluate the Contractor's implementation and utilization of tools as well as the Contractor's ability to provide Government access to tools. In addition, the ability of the Contractor to provide thoughtful recommendations on streamlining, combining, replacing, and/or upgrading tools to enable more efficient and effective approaches to operations, acquisition management, and defense of the network will be considered strongly.

6.2.3 Governance

The Government will evaluate the Contractor's ability to leverage all NGEN governance boards and forums, to include Program Management Review, Security/Technical Enterprise Action Group, Risk Management Board, Enterprise Configuration Control Board, Training Requirements Review Board, Service and Process Owners Council, Incident Management Working Group, and Problem Management Working Group to identify, understand, clarify, communicate and resolve service management and delivery issues.

6.3 Program Security

The intent of the Program Security factor is to evaluate the Contractor's security performance requirements based on the ability to demonstrate, via auditable records, compliance with contract security requirements. Both USN and USMC will be included in the evaluation of this factor.

6.3.1 Common Access Card (CAC) Issuance, Tracking and Retrieval

The Government will evaluate the adequacy of the Contractor's CAC procedures for Prime and Subcontractor employees. Timeliness, accuracy of requests and record keeping will be reviewed to verify that the Contractor facilitates and tracks the return of the CAC to the Government, to include ensuring personal data for all Prime and Subcontractor employees is accurately maintained from CAC issuance to return to the Government.

6.3.2 Joint Personnel Adjudication System (JPAS) Records Review

The Government will evaluate the Prime Contractor's use of JPAS for compliance and maintenance of employee records to ensure continued access eligibility, documentation of individual adverse information if required, and notification of visit authorization request submissions and terminations per the DD254, with appropriate information reported to Program Security in a timely manner.

6.3.3 Issuance and tracking of DD Form 254s for all Tiers of Subcontractors

The Government will evaluate the Contractor's procedures and documentation to verify the FSO properly issues and tracks DD Form 254s for all Tiers of subcontractors including distribution of applicable Security Requirements Attachments; provides copies of DD Form 254 to Program Security; and for the quality, timeliness and completeness of communications related to DD Form 254 execution and reporting.

6.3.4 Sensitive Position Eligibility

The Government will evaluate the Contractor's procedures and documentation to verify Contractor adherence to written procedures for security clearance eligibility, IT Level "permissioned" assignments, and

for timeliness and completeness in reporting all personnel of Prime and Subcontractor in those assignments on a monthly basis.

6.3.5 Contract Security Oversight and Incident Response

The Government will evaluate the Contractor's timely and accurate responses to Government requests for information related to contract security oversight. The Government will evaluate the Contractor's response to security incidents or security related issues discovered by the Contractor or the Government. The Contractor will be evaluated on its effectiveness in preventing and mitigating significant security incidents.

6.4 Small Business Participation

The Contractor's performance in this factor will be evaluated based on achievement of the small business participation goals. To encourage continued small and small disadvantaged business participation at a level higher than the minimum NGEN Subcontracting Goals, the extent to which the Contractor has exceeded the subcontracting participation requirements will be assessed. Credit for subcontracting goals will include Tier one, Tier two, and Tier three, as outlined in Table 5.

Table 5. Criteria for Small Business Utilization

Adjectival Rating	Definition	Justification Examples
Far Above Customer Expectations and Threshold Performance	Exceeded at least six goals and met all of the negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	No significant issues identified. The contractor identified multiple significant efforts and demonstrated how they were a benefit to small business utilization. Small businesses are given meaningful work directly related to program projects. Use of small businesses to promote innovative network solutions is clearly demonstrated.
Significantly Above Customer Expectations and Threshold Performance	Exceeded at least five goals and met all of the negotiated subcontracting goals for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	No significant issues identified. The contractor identified multiple significant efforts and demonstrated how they were a benefit to small business utilization. Small businesses are given meaningful work directly related to program projects. Use of small businesses to promote innovative network solutions is clearly demonstrated.
Above Customer Expectations and Threshold Performance	Exceeded at least four goals and met all of the negotiated subcontracting goals and demonstrated a good faith effort to exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	Minor issues identified only, and corrective actions were demonstrated in a timely manner.
At Customer Expectations and Threshold Performance	Met all of the negotiated subcontracting goals. Demonstrated a good faith effort to meet or exceed goals for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	Minor issues identified only, and corrective actions were demonstrated in a timely manner. A rating of lower than Satisfactory will not be given solely for not performing beyond the requirements of the contract.

End of Document

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 4		
2. AMENDMENT/MODIFICATION NO. P00136		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6)		CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil				Definitize a Portion of the CLIN 0090 (Tech Refresh Material Pricing (Option Year3)): TRP5_0119_1A, TRP5_0119_1B, TRP5_0119_1C, TRP5_0119_1D, and TRP5_0139			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
CODE				FACILITY CODE IU305		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(2)(3) Bilateral Contract Modifications
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Walter R. Leavy, Legal/Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Cervantes, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 03/21/17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

The purpose of this modification is to 1) definitize a portion of the Option Year3 CLIN 3090 (Tech Refresh Material) pricing. Refer to P00012, P00025, P00030, P00038, P00046, P00048, P00053, P00055, P00062, P00065, P00067, P00069, P00079, P00081, P00083, P00086, P00088, P00091, P00092, P00096, P00097, P00107, P00114, P000129, P00130, P00132, and P00134 for previous CLIN x090 definitizations. **Refer to RAPT requests PMNMC1-9999-2017-NG3363 and NG3416 for all requirement documentation.**

1. In Section B, revise the following CLIN 0090 values as a result of definitizing a portion of the "Not-to-Exceed" pricing for X090AA and X090AB.

(3090AA: \$20,752,742.74 - \$2,358,002.25 (TRP5_0119_1A) - \$90,228.00 (TRP5_0119_1B) - \$1,180,285.45 (TRP5_0119_1C) - \$483,952.35 (TRP5_0119_1D) - \$1,234,814.98 (TRP5_0139) = \$15,395,459.71)

From:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

As established in P00134

To:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AA	TXS	Tech Refresh Material (TXS)	-	LOT	(b)(4)	-

2. In section B, establish the following CLINs that definitize a portion of the "Not-to-Exceed" pricing during Option Year3:

CLIN	ES/TXS	Supplies/Services	QTY	UNIT	UNIT PRICE	AMOUNT
3090AQ	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1A)	-	EA	(b)(4)	-
3090AR	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1B)	-	EA	(b)(4)	-
3090AS	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1C)	-	EA	(b)(4)	-
3090AT	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1D)	-	EA	(b)(4)	-
3090AU	TXS	Tech Refresh Material (TXS) – (TRP5_0139)	-	EA	(b)(4)	-

3. In Section C, establish the following CLINs that definitize a portion of the “Not-to-Exceed” pricing:

CLIN	ES/TXS	Supplies/Services	Description
3090AQ	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1A)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0119_1A) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3363 for a detailed list of all material.</p> <p>All other (TRP5_0119_1A) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AR	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1B)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0119_1B) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3363 for a detailed list of all material.</p> <p>All other (TRP5_0119_1B) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AS	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1C)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0119_1C) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3363 for a detailed list of all material.</p> <p>All other (TRP5_0119_1C) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

3090AT	TXS	Tech Refresh Material (TXS) – (TRP5_0119_1D)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0119_1D) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3363 for a detailed list of all material.</p> <p>All other (TRP5_0119_1D) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>
3090AU	TXS	Tech Refresh Material (TXS) – (TRP5_0139)	<p>Tech Refresh material purchases based on an approved Tech Refresh Plan (TRP) and Bill of Materials (BOM) in accordance with PWS (Attachment 1) section 3.3.1.5 and contract section H-16.</p> <p>This CLIN covers the purchase of (TRP5_0139) equipment. Refer to Requirements to Award Process Tool (RAPT) request PMNMCI-9999-2017-NG3416 for a detailed list of all material.</p> <p>All other (TRP5_0139) costs (i.e. shipping, installation, maintenance, warranty, etc.) are included within CLINs 0007 and 0008, which state “...All technology refresh costs associated with 3.3.1.5 are included with the exception of the cost of material which is included in CLIN 0090...”</p>

Except as provided herein, all other terms and conditions of Contract N00039-13-D-0013 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 OF 2
2. AMENDMENT/MODIFICATION NO. P00137	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Modify 'Report 229: WAN Services' in Attachment 13, NGEN Service Level Requirements (SLR) Metrics with the title 'WAN Packet Loss' in the Existing NGEN Contract	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
HP Enterprise Services, LLC 13600 EDS DRIVE HERNDON, VA 20171			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013
			10B. DATED (SEE ITEM 11) 27 June 2013
CODE	FACILITY CODE IU305		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 43.103(a)(3) – BILATERAL MODIFICATIONS (29 May 2014)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

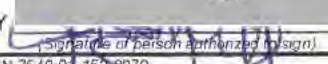
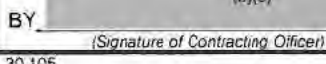
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Dantzer, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR OFFER NO. (b)(6)	15C. DATE SIGNED 4-26-17	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY  (Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

The purpose of this modification is to modify the following verbiage in Attachment 13: Next Generation Enterprise Network (NGEN) Service Level Requirement (SLR) in the existing NGEN Contract N00039-13-D-0013:

1. Modify the SLR language in '**Report 229**' with the title, '**WAN Packet Loss**' in Attachment 13 – NGEN SLR Metrics. The language should be changed as described below:

FROM: (Original)

WAN Packet Loss (for TXS contractor):

Criteria: Packet loss is the percentage of packets lost in transit between the inside interface of selected NGEN inner router pairs. The measurement will be an aggregate and average by site of all packet loss across the WANs within NGEN. As part of a quarterly trending analysis, include root cause analysis and remediation recommendation for WANs that currently exceed Threshold packet loss targets but that are likely to fall below the threshold values during the next reporting period. Packet Loss is a strong indicator of the WAN Transport capacity versus loading and provides a measure of the level of contention that data packets encounter as they transit the Intranet.

How measured: Packet Loss = Number of packets lost within the required values / Total number of packets measured

Measurement interval: Regional Site Pairs: 15.00 ms CONUS Site Pairs: 60.00 ms East Coast to Hawaii Site Pairs: 110.00 ms OCONUS Site Pairs: 170.00 ms - reported monthly. Trend analysis is reported Quarterly.

Threshold: Enterprise rate: < 0.50% ≥ 95.00%; VSSD Site rate: < 1.50% ≥ 95.00%

Objective: Enterprise rate: < 0.50% ≥ 99.00%; VSSD Site rate: < 1.50% ≥ 99.00%

TO: (Revised)

WAN Packet Loss (for TXS contractor):

Criteria: Packet loss is the percentage of packets lost in transit between the inner routers of NGEN site pairs. The measurement will be an aggregate and average by site of all packet loss across the WANs within NGEN. As part of a quarterly trending analysis of enterprise performance, include root cause analysis and remediation recommendation on network segments managed by the contractor which fall below threshold values. Packet Loss is a strong indicator of the WAN Transport capacity versus loading and provides a measure of the level of contention that data packets encounter as they transit the Intranet.

How measured: Packet Loss = Number of packets lost within the required values / Total number of packets measured

Threshold: Enterprise rate: < 1.00%; VSSD Site rate: < 5.00%

Objective: Enterprise rate: < 0.50%; VSSD Site rate: < 1.00%

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 2	
2. AMENDMENT/MODIFICATION NO. P00138		3. EFFECTIVE DATE SEE BLOCK 16C.		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE N00039		7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: Kimberly L. Reavis, Code 2.1E5 1325 10 th Street SE, BLDG 196, Suite 301 Washington Navy Yard Washington, DC 20374 PHONE: 202-433-7199 kim.reavis@navy.mil		Change Contractor Name from Hewlett Packard (HP) Enterprise Services, LLC to Enterprise Services LLC in Attachment 02: Contract Security Classification Specification (DD Form 254) and the Existing NGEN Contract			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
Enterprise Services LLC (formerly HP Enterprise Services, LLC) 13600 EDS DRIVE HERNDON, VA 20171				9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE IU305		10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-13-D-0013	
		X		10B. DATED (SEE ITEM 11) 27 June 2013	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.212-4(c) - CHANGES (JAN 2017)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mary Ellen Jacobi, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly Reavis, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b)(6)	15C. DATE SIGNED 02 May 2017	16B. UNITED STATES OF AMERICA (b)(6)	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		B _____ (Signature of Contracting Officer)	

The purpose of this modification is to reflect the contractor's name change from Hewlett Packard (HP) Enterprise Services, LLC to Enterprise Services LLC in Attachment 02: Contract Security Classification Specification (DD Form 254) and the existing NGEN Contract N00039-13-D-0013.

1. On the Standard Form (SF) 30 in Block 8, revise the address to read, as follows:

FROM: (Original)

HP Enterprise Services, LLC
13600 EDS DRIVE
HERNDON, VA 20171

TO: (Revised)

Enterprise Services LLC (formerly HP Enterprise Services, LLC)
13600 EDS DRIVE
HERNDON, VA 20171

2. In Attachment 02: DD 254 in Block 6a, revise the name to read, as follows:

FROM: (Original)

HP Enterprise Services, LLC

TO: (Revised)

Enterprise Services LLC (formerly HP Enterprise Services, LLC)

3. All Government deliverables shall be stamped with the following:

Enterprise Services LLC
N00039-13-D-0013

4. A conformed copy of the revised contract will be made as a result of the changes outlined herein.

All other terms and conditions of contract N00039-13-D-0013 remain unchanged and in full force and effect.